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CURRENT TOPICS.

WE PRINT elsewhere an order for the transfer of twelve
 actions from Mr. Justice BYRNE to Mr. Justice KEKEWICH.

THE VACATION JUDGES will be Mr. Justice JELF and Mr.
 Justice SWINFEN EADY. The latter learned judge will take the
 first part of the Vacation and Mr. Justice JELF the second part.
 There will be the usual Wednesday sitting in court, and attend-
 ance at the King's Bench Judges' Chambers on Tuesday and
 Thursday in each week.

THERE WILL be found elsewhere a letter on the subject of
 judges departing from the courts before the end of the sittings.
 If the Coronation should take place on the 9th of August, we
 imagine that there will be a more extensive migration than our
 correspondent anticipates. In that event, judging from former
 occasions, it appears to be practically certain that the present
 sittings will end on the 8th, instead of the 12th, of August.
 Saturday will be a holiday, and Monday and Tuesday will be
 considered as *dies non*. If this should happen, we hope our
 correspondent will favour us with a statement of the number
 of holidays enjoyed by the learned judges during the present
 sittings.

THERE HAVE been persistent rumours during the last week of
 the approaching retirement of the Lord Chancellor, and on
 Thursday the *Times*, in its "Political Notes," remarked that
 "the report cannot be ignored that the Lord Chancellor's
 resignation will not be long delayed, and that his successor will
 be Sir ROBERT FINLAY, who at present fills the post of Attorney-
 General." We shall believe in the resignation when we see it
 announced; so far as is known, there appears to be no reason,
 either as regards Lord HALSBURY's health or otherwise, for his
 retirement; it is said, indeed, by those who ought to know, that
 he is a particularly useful member of the Cabinet, clear-headed
 and rapid in arriving at a decision, and therefore unlikely to
 be displaced. We should be glad to think that, whenever Lord
 HALSBURY may cease to hold office, the Attorney-General, the
 best lawyer and ablest man at the bar, would be his successor,
 but this does not appear to be so certain as the *Times* assumes.

WE PRINT elsewhere an important set of new rules of the Supreme Court, the draft of which was published at the beginning of last month. They are to be known as the R. S. C., July, 1902, and are to come into operation at the commencement of the Michaelmas sittings. The draft rules appear to have been carefully revised, and the errors which, as we observed at the time, were noticeable in them, have been corrected. The first of the new rules removes the doubt which has existed, and which was discussed in *Eyre v. Eyre* (45 SOLICITORS' JOURNAL, 653), as to whether order 13, rule 5, which allows interlocutory judgment to be signed in default of appearance, with a subsequent assessment of damages, applied to unliquidated claims generally, or only to actions for detention of goods. It is now provided, in accordance with the view which has been taken in practice, that the rule applies where the writ is indorsed "with a claim for pecuniary damages only, or for detention of goods with or without a claim for pecuniary damages." Moreover, for the purpose of enabling the assessment of damages to be properly dealt with, the court is empowered to order a statement of claim or particulars to be filed, notwithstanding the interlocutory judgment.

TO A considerable extent the new rules are concerned with remodelling the delivery of pleadings so as to remove the inconsistencies which had resulted from the introduction under order 30 of the compulsory summons for directions, and rule 1 of that order has been re-drafted. In addition to the proceedings which were formerly excluded from the operation of the order—namely Admiralty actions, actions under order 18A (trial without pleadings), and proceedings commenced by originating summons—the order will not apply to actions commenced by specially indorsed writ; but where the plaintiff applies under order 14 for judgment, and also where, under order 18A, he applies for a statement of claim, the judge may deal with the application as though the plaintiff had been entitled to take out, and had taken out, a summons for directions. And the restriction which has hitherto confined the summons for directions to interlocutory proceedings taken before trial is removed. The order made on the summons may apply to all the proceedings to be taken in the action without limit. Under the new rule which is substituted for order 36, rule 1, local venue for the trial of actions remains abolished, except where otherwise provided by statute, but it is now provided that "in every action in every division the place of trial is to be fixed by the court or a judge." Rule 23 of order 65, under which the court can, on interlocutory applications, direct payment of a gross sum in lieu of taxed costs, has been redrafted, and provision is made for the alternative course of directing taxation of costs and payment of a proportionate part thereof to the party to whom costs are awarded.

IN A recent case (*Mansfield v. Stevens*, July 11), KEKEWICH, J., made some observations with regard to the preparation and costs of copy correspondence which so often is the most important element in an action. In that case the learned judge concluded his judgment by saying: "Before parting with this case, I wish to add one remark of general application. In a majority of the cases tried in this court reference is made to correspondence, and it being seldom necessary to refer to the original letters, or to more than a few selected letters, there are frequent opportunities for the use of the document styled 'copy correspondence.' Counsel can readily follow one another in referring to it; the document is extremely useful and saves time and therefore money. To make the necessary selection of letters and properly compile such a document requires some skill and care, for which the solicitor is entitled to a remunerative charge. Where, however, there is no such expenditure of skill and care, but a large number of letters are unnecessarily copied, slight remuneration is adequate. In the present case it was necessary to put a considerable number of original letters into the hands of the witnesses, and these, of course, have been under my eye, but counsel finding it necessary to refer to other letters, there have been handed up to me two ill-assorted bundles, compiled without care or skill, and embarrassing from the large number of letters, of which a few only are of importance. I believe that the taxing-

masters are extremely careful in this part of their duty, and while allowing proper fees, where they are deserved, cut the fees down where there has been a multiplication of paper without any good result. I hope that in this case the taxing-master will be niggardly."

VERY LITTLE can be found in any text-book as to the practice of the High Court with regard to the advancement of causes for trial in the King's Bench Division. Quite recently, at the trial of an action for libel against a well-known periodical, the jury, after the case had lasted for some days, were discharged without giving a verdict. The case was entered for a fresh trial, and an application has since been made to a judge *ad nisi prius* to accelerate the hearing of the case by taking it out of its turn. The judge, however, rejected the application with costs, and in the few cases which we remember where a similar application was made it was equally unsuccessful. There seems, however, to be no such difference in the nature of cases in the King's Bench Division and those tried elsewhere as to account for a diversity of practice. Actions in the Chancery Division entered for trial may be taken out of their turn in the list by order of the court, on the plaintiffs' application and without the defendants' consent, upon a proper ground being stated, while in Admiralty actions the court or a judge have power, at any stage of the proceedings, upon a motion or summons by either party for the trial to take place on an early day to be appointed by the court or a judge, to appoint that the trial shall take place on any day or within any time which the court or judge shall think fit. It has also become the ordinary practice in the Commercial Court to fix a day for the trial of a case without regard to its place on the list. Trials extending over several days, and involving the examinations of a multitude of witnesses, have become much more frequent than they used to be. To take them in their regular turn must often cause grave inconvenience to the cases next in order, and must always increase the expense incurred by the parties to the unwieldy case. We see no reason why in every Division the judge should not have full power to say when a case should be tried, having regard to the interests of the parties in all cases set down for hearing before him.

THE CORONER of Colchester held an inquest on the 10th of July as to 10,000 silver groats which had been discovered during the rebuilding of the premises of the London and County Bank. An inquest as to treasure trove is not often heard of in these days. Treasure trove, as is well known, is gold or silver coin, plate, or bullion found buried in the earth or in a wall. If similar treasures are found upon the land, and not under ground, the finder has a good title to them against anyone but the real owner, but where they are found hidden in the earth they belong to the Crown. Those who conceal from the Crown hidden treasure are liable to fine and imprisonment, one of the last cases in which the law was considered being *Attorney-General v. Moore* (1893, 1 Ch. 676). We believe that the Crown, though it never fails to assert its right, is in the habit of paying to the finder a proportion of the value of property given up by him as treasure trove, and of late years the finder has been permitted to retain articles not required for any national institution, subject to certain payments. It is more than probable that the law with regard to the finders of moveable property and treasure trove is not generally understood. "Finding is keeping" represents the view of a large number of persons, and it would not be easy to meet with anyone who would expect to incur punishment if he found valuables buried deep in the ground and omitted to bring the fact to the knowledge of the Crown. And even in the case of treasure found above ground, as upon the highway, "finding is keeping" is a dangerous maxim, for if there is evidence that the finder of a chattel believed at the time when he found it that the true owner could be discovered, and then appropriated it to his own use, he runs the risk of being convicted of larceny. In the inquiry held at Colchester the jury found that the coins were treasure trove, and asked the coroner to make a representation to the Crown on behalf of the local museum. It is much to

be regretted that the practice of the Crown, to pay anyone who delivers up treasure trove a fair proportion of its value, is not generally known, as the ignorance which prevails on the subject has led to the loss of many valuable relics.

WHEN THE Patent Law Amendment Bill was read a second time on the 4th of July and referred to the Grand Committee on Trade, the President of the Board of Trade announced certain amendments to the Bill which he intended to move in Committee. One of these is to substitute the Judicial Committee of the Privy Council for the High Court as the tribunal to deal with applications for Compulsory Licences. The only reason which he gave for the change was that proceedings in the High Court are liable to be prolonged by appeals, but the Attorney-General, in supporting the proposal, added that it was not certain that all the judges of the High Court would look at the matter in the same way, while by sending these questions to the Judicial Committee the lines on which decisions were arrived at would be laid down from the first, and everyone concerned in patents would know the result that was to be expected in a given case. The latter part of the Attorney-General's suggestion appears to us to be somewhat Utopian in character. But we quite agree that a continuity of decision on matters of principle is most desirable. This might be attained for all practical purposes by referring all Compulsory Licence cases to one judge, as is done now with company cases. Further, the right of appeal might be curtailed by requiring special leave to appeal, or by making the decision of the Court of Appeal final, or by both these expedients combined. There are two great objections to the Judicial Committee of the Privy Council as the tribunal for dealing with Compulsory Licence cases: (1) it is a very costly tribunal for litigants; (2) it has no subordinate officials to whom matters of detail can be referred. Both these objections are ably dealt with by a correspondent whose letter appears elsewhere. We do not propose to add anything to what our correspondent says on this subject, but we may point out that the costs of a compulsory licence case begun and ended before the Judicial Committee would obviously be less than in such a case begun in the High Court and carried, *vid* the Court of Appeal, to the House of Lords, and that it is quite possible to confer on the Judicial Committee the same power of sending matters of detail to an Official Referee that is now possessed by the judges of the High Court. Certainly the matter is one of considerable importance and must be thoroughly threshed out before the Committee on Trade.

THE STRANGEST of strange stories is that told in the *Westminster Gazette* of Tuesday last by "Nil Dicit," to the effect (1) that a professional man, "whose whole life was and had been apparently a very pillar of human rectitude," had been discovered by his executor to have entered his profession by the fraud of inducing another person, by personation, to pass the required examination for him; (2) that such frauds "happen occasionally even now"; and (3) that the offender was blackmailed for the rest of his life by the personator. The law on the subject is very strange also. Personation is, as is well known, an offence in connection with elections by the Ballot Act, 1872, s. 24, and the Corrupt Practices Act, 1883, s. 6 (2), by the latter of which enactments, as also by the False Personation Act, 1874, it is made felony. The Act of 1874, however, applies only to personation "with intent fraudulently to obtain any land, estate, chattel, money, valuable security, or property;" and neither applies to procuring personation nor to personation for mere advantage. It is possible that this was not the intention of the Act (which was passed soon after the Tichborne case) and that obtaining money *from*, as well as *from* being supposed to be, the person personated might be held to come within the Act, but this is so doubtful that we think it might be worth while to amend the Act by expressly applying it to such personation as is described in the above mentioned story. Otherwise it might be difficult to obtain any conviction of either the personator or the personated except for a conspiracy at common law, for we can find no authority to the effect that either personation or the inducement of it is a common law offence. Then as to the

blackmailing of the person personated, it may be well to point out that it is only threatening to accuse of a capital crime or any crime punishable by penal servitude for not less than seven years, or an infamous crime, or one or two other crimes specifically mentioned in section 46 of the Larceny Act, 1861, which is punishable by statute. The mode of detecting these frauds in examinations by requiring a candidate "to deposit his photograph with his notice of examination"—a mode which the persecutor and personator of "the deceased gentleman" is described by the correspondent of the *Westminster Gazette* as having suggested to his victim—does not commend itself to us as being easy to put into practice.

THE UNDERWRITERS in *Robinson Gold Mining Co. v. Alliance, &c., Assurance Co. (Limited)* (Times, 12th inst.) have been more fortunate than those in *Driefontein Consolidated Mines v. Janson* (49 W. R. 660; 1901, 2 K. B. 419) in resisting a claim founded upon the "commandeering" of gold by the Transvaal Government just before the outbreak of the recent war; but this result is due to the fact that the policies in the present case contained a "free of capture and seizure" clause which was wanting in the former. In the *Driefontein* case the defendants had to rely on the contention that, since the plaintiff company, being established under Transvaal law, was technically an enemy, it was against public policy to allow it to recover on the policy. But the Court of Appeal held that technical enmity was not sufficient to enable the underwriters upon such a ground to avoid their contractual liability. In fact the company was composed of shareholders resident either in England or on the Continent of Europe, and as regards them the suggested application of the doctrine of public policy was based on a mere fiction. But the insertion in the policy of the "free of capture and seizure" clause alters the contractual liability and makes the case completely different. It is now solely a question whether the commandeering of the gold was a "seizure" or "capture," and this question appears to be practically settled by the decision of the House of Lords in *Cory v. Burr* (8 App. Cas. 393). There a ship covered by a policy containing a similar clause was seized by Spanish revenue officers for smuggling. It was argued that the clause applied only to belligerent seizure, and did not extend to acts done by lawful authority. But though this might be a natural meaning to give to "capture," if that word stood alone, it does not suit the more extended scope of the phrase "seizure and capture." "The addition of the word 'seizure,'" said Lord SELBORNE, C., in a passage quoted by COLLINS, M.R., in the present case, "is only officious, as I read the warranty, by supposing that it is to exclude that narrow construction of the word 'capture,' and to let in other 'seizures' . . . by means of the revenue laws of a foreign state." It would be difficult to distinguish the seizure of gold in the present instance. The commandeering may, under the circumstances, have been justified as an executive act of the Transvaal Government at a time when the ordinary law was suspended; but, whether justifiable or not, it was equally a taking by paramount force, and was a seizure within the meaning of the clause so as to exempt the underwriters from liability. Hence the Court of Appeal affirmed the judgment of PHILLIMORE, J. (1901, 2 K. B. 919) to this effect.

ONE OF the most effective instruments for the maintenance of public order is the power possessed by justices to require persons to find sureties to keep the peace, or to be of good behaviour. Men seem to have been called upon to give security for good behaviour in very early times, but the power which justices now have depends on the statute 34 Edw. 3, c. 1. Under that statute justices have an extraordinarily wide power; for they may bind over "all them that be not of good fame wherever they be found." The courts do not appear to have ever seriously attempted to more strictly define the power, so that a very great discretion seems to be reposed in magistrates. In times past we find that justices have required sureties for good behaviour from night-walkers, common drunkards, cheats, frequenters of bawdy-houses, eavesdroppers, and a host of other more or less disreputable persons. In later times we find this power limited, as a rule, to use against rioters and persons guilty

of breaches of the peace and assault. Security for the peace may be required from a person either on general grounds, or specially on the complaint of a private person who goes in fear of violence. Security for good behaviour is different from security for the peace, in that it is much wider and includes the former. The person who is ordered to give security may be required to find sureties as well as to enter into his own recognizance, and if he fail to find persons willing to become sureties for him, he may be ordered to be imprisoned. The fact that Parliament has not found it necessary to interfere in limiting this power shews that on the whole it must have been used with singular discrimination and discretion. It might perhaps with advantage be used more frequently, and that very experienced metropolitan police magistrate, Mr. HORACE SMITH, has plainly indicated a direction in which it may be used with great effect, and probably with most happy results to the orderly part of the community. We cannot open a newspaper without seeing accounts of outrages, more or less serious, committed in London by gangs or parties of young roughs. Sometimes, unfortunately, very serious crimes are committed, and then the punishment may be measured out to fit the crime. But often these "hooligans," while guilty of gross disorder and of conduct which terrorizes a whole neighbourhood, cannot be fixed with any act for which so substantial a punishment can be inflicted as to be an effective deterrent. A case of this sort was brought this week before the magistrate we have named. A band of young roughs marched through the streets linked arm-in-arm, sweeping people off the pavement, and using the most horrible language. Two of these promising young gentlemen, who threatened the police with loaded belts, were ordered to find two sureties each in the sum of £25 each to be of good behaviour for six months, and in default to be imprisoned for six months each. It is said they were removed to the cells in a state of great surprise. Now, the young men who disturb the peace of London will probably find it very hard to find sureties in the amount of £25. If they cannot do so they must go to prison. While there the public will be safe from their brutality and they will have some time to reflect. If other magistrates follow this example, we believe that a real blow will be struck at these gangs. The remedy may be somewhat expensive, but that matters very little if it has the desired effect. If the police are active and vigilant and are supported by the magistrates, we may expect soon to have a large number of hooligans under lock and key in default of finding sureties. The knowledge that, as soon as his six months is past he may be back again for another six months the first time he is caught misbehaving himself, ought to have some effect. We believe Mr. HORACE SMITH has hit upon quite the best course to take in cases of this sort.

AT THE Leeds City Quarter Sessions an interesting point arose in a prosecution under the Inebriates Act, 1898. This enactment provides that any person who commits any of the offences mentioned in the first schedule to the Act, and who within the twelve months preceding the date of the commission of the offence has been convicted summarily at least three times of any offences so mentioned, and who is a habitual drunkard, shall be liable to be dealt with as provided in the Act. There is no definition of "habitual drunkard," but by section 30 the Act is to be read as one with the statute 42 & 43 Vict. c. 19. Section 3 of the latter Act is as follows: "Habitual drunkard" means a person who, not being amenable to any jurisdiction in lunacy, is notwithstanding by reason of habitual intemperate drinking of intoxicating liquor, at times dangerous to himself or herself or to others, or incapable of managing himself or herself or his or her affairs." In the Leeds case there was no evidence of habitual drunkenness other than specific convictions and other occasions of drunkenness; and it was argued for the prosecution that the expression "at times" did not apply to the clause relating to incapacity to manage himself or herself, but that, if it did, it was enough to prove that the prisoner was incapable of self-management when actually under the direct influence of drink. But the recorder, Mr. E. TINDAL ATKINSON, K.C., decided that the definition did not apply to persons who when not actually drunk were capable of managing themselves

and their affairs. He should require evidence of incapacity, such as, for instance, neglect of children. To satisfy the section there must be occasions when the prisoner, while not actually drunk, was yet in a state of mind, brought about by drink but not amounting to insanity, which would render her incapable of managing herself or her affairs. He, therefore, directed an acquittal. On this construction of the law, as the recorder observed, it is possible for a man to be intoxicated with great frequency and regularity without being a habitual drunkard within the meaning of the Act, which was only directed against persons whose mental balance was in some degree affected by drink otherwise than immediately.

THE APPLICABILITY OF THE PROCEDURE OF THE COMMERCIAL COURT TO COMMON LAW ACTIONS GENERALLY.

THE celerity and efficiency with which cases are disposed of in the Commercial Court have long excited the envy and admiration of the ordinary suitor who is compelled to put up with the more dilatory and expensive procedure of the ordinary common law action; and the man in the street, and the professional man, too, who has the true interests of his profession at heart, is asking himself continually why the methods of the Commercial Court should not be the ordinary way in which every common law action is tried, and not the exception, as it has been hitherto. Now, though it cannot be strictly justified, there undoubtedly has grown up a practice of treating commercial causes as if they were essentially different from all other causes in the King's Bench Division—as if they were governed by special and exceptional rules of practice and procedure. It seems to be thought that the practice of the Commercial Court is a special practice created for a special class of case and inapplicable to ordinary common law actions.

Now this, as was pointed out early in the history of the Commercial Court, is an entire misconception. The origin of the Commercial Court and the nature of its procedure was considered by the late Lord ESHER in the case of *Barrie v. The Peruvian Corporation* (44 W. R. 487), in which he says "The notice as to commercial causes was only a statement for the information of suitors as to the mode of dealing with this particular class of business," and again, "The establishment of that list made no alteration in the law as to venue, writ, or procedure," and LINDLEY, L.J., in *Baerlein v. The Chartered Mercantile Bank* (43 W. R. 692) emphasises the fact that the arrangement as to commercial causes "is a mere piece of convenience in the arrangement of business." Also the introductory paragraph to the notice itself emphasises that very fact. "The judges"—it runs—"of the Queen's Bench Division desire to make, in accordance with the existing rules and orders [the italics are ours], further provision for the dispatch of commercial business." This being so, and the practice and procedure of the court being merely the practice and procedure capable under the existing rules of being applied to the conduct of any common law action, why, asks the layman (and the lawyer, too, for that matter), is it not so applied, in order to attain in all cases what is attained in commercial cases—namely, the maximum of dispatch with the minimum of expense? It is certainly time that this question was seriously faced and answered.

It is worth while to consider in a little more detail what are the characteristics of the procedure of the Commercial Court, and whether there is anything in them which renders them inapplicable to ordinary common law actions. The principal features are that (1) the judge who is to try the case exercises supervision over it from its earliest stage; (2) interlocutory proceedings are reduced to a minimum; (3) pleadings are dispensed with, or curtailed and simplified; (4) a definite day is fixed for the hearing of the case; and (5) costs are reduced to a minimum, but taxed on a liberal scale and on common-sense principles. By universal consent the Commercial Court, as established by the notice as to commercial causes published in February, 1895, has realized to the full the objects with which it was established. Expeditious, cheap, inspiring confidence in commercial men, every suitor who possibly can tries to get his cause into the commercial list.

Surely there is no reason why most common law actions should not be treated under the existing rules of procedure in a similar way. Let us consider the provisions as to commercial causes contained in the official notice, in order to test their applicability to other causes. Paragraph 3 provides that "all applications shall be made direct to the judge charged with commercial business." By this means the judge who tries the case has seisin of the matter from the very first, and can control it in its early stages. He frequently, even on the summons to transfer, gets the parties to formulate their case and state their points, and makes an order at once for trial without pleadings on those points, of which he makes a note, supplemented by the claim on the writ (*e.g.*, *Tyser v. Shipowners' Syndicate (Re-assured)*, 44 W. R. 207). This, of course, would involve the assignment of actions in the Queen's Bench Division, with the exception of actions which may be considered as quite exceptional, to particular judges, or a particular group of judges, as in the Chancery Division, and would also involve the discontinuance of the interlocutory applications to masters. It is true the reform would be a big one, but the advantages are patent. There are not many persons who would regret those hurried, unsatisfactory scrambles in interlocutory proceedings before masters which almost invariably result, in a case of any importance, in an appeal to the judge. The judge himself, as is done in commercial cases, could perfectly well dispose of almost all interlocutory matters on the summons for directions. Such a rearrangement of business would no doubt necessitate a stringent reform of the circuit system as a corollary, but that would, from all points of view, be a most excellent thing.

By paragraph 6 of the notice it is provided that application may be made to the judge under the provisions of the Judicature Act, 1894, or by consent, to dispense with the technical rules of evidence. This paragraph was dealt with by LINDLEY, L.J., in *Baerlein v. Chartered Mercantile Bank (supra)*, who pointed out that under it the Commercial Court has no more power to dispense with strict evidence than any other court. Such power depends only on the Judicature Act of 1894, and rule 7 of order 30, made thereunder, which provides that on the hearing of the summons (*i.e.*, for directions) "the court or a judge may order that evidence of any particular fact shall be given by statement on oath of information and belief or by production of documents or entries in books, or by copies of documents or entries, or otherwise as the court or a judge may direct." This rule applies to all courts equally, and is not peculiar to the Commercial Court. How is it, then, that in the Commercial Court it is used in such a way as to secure the minimum of expense and maximum of expedition? The fact is that the judge, having seisin of the whole case from the first, knows what are the really crucial points in the case and what evidence is required to decide them. He can, therefore, put pressure on the parties to make admissions or to narrow down their case to certain issues. He can tell whether that expensive luxury, a commission to examine witnesses, is really necessary, and in order to secure his ends he can and does put in force the powers he possesses to mulct in costs parties who unreasonably insist on proof of facts which are not really material to the issue, or which for some other reason ought to have been admitted. These are existing provisions under the ordinary procedure, but remain for the most part unused in ordinary actions. For instance, rule 9 of order 21 empowers the judge to order the defendant to pay the costs occasioned by unreasonable denials of fact. If this rule were strictly applied, one can imagine how it would revolutionize the pleadings of those pleaders who, as a matter of course, deny everything, on the chance, one must suppose, of tripping up their adversary somewhere! Again, under rules 2 and 4 of order 32, the extra costs occasioned by the refusal to admit documents and facts should be visited on the party unreasonably declining to make such admissions. Paragraph 7 of the notice, which provides that application may be made to the judge for his judgment on any point of law, and paragraph 8, by which the judge may make an order for the speedy determination "in accordance with existing rules" of the questions really in controversy between the parties, do not really add anything to the powers conferred by orders 25 and 34 relating to the determination of points of law and the trial

of issues of fact without pleadings. Paragraph 9 of the notice, which provides that the parties may agree that the decision of the judge shall be final, is only declaratory of a power already existing.

It is not, then, the special nature of the procedure that differentiates the Commercial Court. It is rather the spirit in which the existing procedure is applied to the special requirements of commercial actions. It attains efficiency, as was said by the late Lord ESHER, "by abridging all those useless and idle proceedings of which litigants can, under the present rules, avail themselves before an action comes on for trial": *Hill v. Scott* (1895, 2 Q. B. 713). The way in which discovery is dealt with well illustrates the difference. In an ordinary action discovery is often made the means of hanging up an action for months by the careful exploitation of order 31. In a commercial action an order is made on the summons for transfer or directions that lists of documents be exchanged between the parties and inspection given, and discovery by interrogatories is seldom allowed unless the fact sought to be discovered is vital and the party has exhausted every other means of discovering it. In any case interrogatories are not allowed till after the delivery of points of claim and defence.

All the weapons, then, by which the judges in commercial cases secure the cheap and speedy trial of the real issue between the parties are, as has been seen, at the disposal of the judges in every common law action. In order to enable them to use them effectually, however, certain things must be done in the way of re-arrangement of business. Actions must be assigned from the first to particular judges or groups of judges. There must be sufficient judges to dispose of the business of the division promptly. Special days must be fixed for the hearing of every action. The task of devising a set of rules which would work smoothly and economically on these lines may be difficult, but surely should not be impossible.

One last change would have to come with it—namely, a revision of the scale and principles upon which solicitors are remunerated and their costs taxed.* So long as they can only make an action pay by the multiplication of interlocutory proceedings, it is hopeless and unreasonable to expect their ungrudging assistance in a reform of procedure which will entail no less, possibly rather more, work, and considerably reduce their profits.

REVIEWS.

STATUTE LAW.

A TREATISE ON THE CONSTRUCTION AND EFFECT OF STATUTE LAW: WITH APPENDICES CONTAINING WORDS AND EXPRESSIONS USED IN STATUTES WHICH HAVE BEEN JUDICIALLY OR STATUTARILY CONSTRUED, AND THE POPULAR AND SHORT TITLES OF CERTAIN STATUTES. By HENRY HARDCASTLE, Barrister-at-Law. THIRD EDITION, REVISED AND ENLARGED. By WILLIAM FIELDEN CRATES, M.A., Barrister-at-Law. Stevens & Haynes.

This is a carefully edited edition of a work of considerable value. The editor, having prepared the second edition, is familiar with his subject, and we find throughout the book the recent decisions and *dicta* on the subject very neatly inserted. The plan of the author was to give the words of the rules laid down by the judges as to the interpretation of statutes, and the result is that the work naturally consists largely of extracts from judgments, but they are so well arranged and are connected by such clearly-expressed commentaries that the text is interesting reading, while the quotations save the necessity of referring to a host of reports. In the present edition considerable additions have been made to the appendix of "words and expressions used in statutes which have been judicially or statutorily explained," which now covers nearly eighty pages, as well as to the appendix of "short and popular titles."

There is, says the *Daily Mail*, a serious epidemic of small-pox at Swansea, as a result of which the judges on the South Wales Circuit propose to remove the venue of the assizes from that town to Cardiff. The under-sheriff for Glamorganshire received a notification to that effect from Mr. Justice Ridley yesterday. His lordship, who intimated that he would inform the Lord Chancellor of the position of affairs, asked the under-sheriff for full information as to the outbreak. Should it be eventually decided to change the venue fresh juries will have to be summoned.

CORRESPONDENCE.

THE PATENT LAW AMENDMENT BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—Among the modifications proposed by Mr. Gerald Balfour to be introduced into his Patent Law Amendment Bill, when he moved the Second Reading on Friday last, was one the effect of which is probably not generally understood, but which, if adopted, will certainly go far to deprive the Act of practical value, and will most probably render it entirely abortive. I refer to the proposal to remove the jurisdiction in respect of compulsory licences from the High Court, and to confer it upon the Judicial Committee of the Privy Council.

The Judicial Committee consists of very eminent lawyers, and commands, in consequence, a large measure of respect. Its decisions on points of principle would be accepted by the whole community with the utmost confidence. But for the particular subject-matter which it is proposed to refer by this Act to that tribunal, the tribunal is most unsuitable. I will mention only two of its disqualifications.

First. It is the most expensive tribunal in the kingdom. Costs at the Privy Council are always on the "higher scale"—that is to say, on a scale even higher than what in the High Court is known as the "higher scale," and allowed there only in exceptional cases. As an illustration of the lavish expenditure in costs incidental to proceedings before the Judicial Committee, I may mention that counsel's fees for a consultation, which in a case before the High Court would amount to three guineas, would, if the same consultation were held in connection with litigation before the Privy Council, amount to ten guineas. These extravagant costs will alone be fatal to the relief proposed by the Bill.

Next. The Judicial Committee has no subordinate judicial staff to whom questions of detail can be referred. In appeals—and the Judicial Committee was organized to act as an appellate court—this does not matter. The Appeal Court decides the point in question and remits the working out of its decision in detail to the lower court. In this way accounts can be adjusted and all the administrative detail worked out by the machinery of subordinate tribunals organized upon a different plan for the conduct of such business. But when the Judicial Committee is directed to undertake the work of a court of first instance this deficiency of a staff of referees becomes a serious defect. It has proved a serious hindrance to the work of the Judicial Committee in other matters of a like kind, and it will certainly cripple the tribunal for the present purpose. It would be absurd to expect the Lords of Appeal to spend hours and days in hearing evidence and argument as to whether a royalty should be at 10 per cent. on selling price or 15 per cent. on cost price, or, say, a penny a pound. A question of that sort can only be effectually investigated by a referee. Four or five of the most distinguished judges in the land ought not to be asked to sit in conclave on such a question, and will not do it, whatever the Act of Parliament may say. A judge of the High Court would not do it. But he would get over the difficulty by sending that part of the inquiry, as he already does the examination of intricate accounts, to an official, or a special, referee.

These, then, are two of the inconveniences involved in the alteration now proposed, and even if they were all, they would, I submit, be sufficient to justify the strongest possible protest on the part of those interested in the success of our Patent Law against the ill-considered proposal to substitute the Judicial Committee for the High Court as the tribunal to decide on questions of compulsory licences.

J. W. G.

Temple, July 10.

[See observations under "Current Topics."—ED. S.J.]

ARE JUDGES A LAW UNTO THEMSELVES AS TO WHEN THEY WILL SIT?

[To the Editor of the Solicitors' Journal.]

Sir,—I saw an announcement in the daily papers that the Lord Chief Justice and Bigham, J., were going to South Africa on Saturday, the 9th prox. As the sittings do not end until the 12th, and the judges are bound to sit every day of the sittings, I wrote to the Lord Chief Justice asking whether the statement was not a canard, and pointing out that in my opinion it must be, as neither he nor Bigham, J., would think of leaving before the close of the sittings. I enclose you the Lord Chief Justice's reply, and I would suggest that it would be advisable, if judges are to be a law unto themselves as to when they will sit and when they will rise, that the rules of court might with advantage follow the wording of the railway time tables. If this suggestion meets with approval, the rule as to sittings would run: That the sittings should begin not earlier than such and such days, and should terminate not later than such and such days, but

that no representation was made that the courts would begin to sit on a certain day or would not rise before a certain day, the only representation being that the courts would not sit before a certain day and would not rise after a certain day.

Rules might also be laid down as to the time for Monday sittings, as it is rather extraordinary that certain courts can sit at 10.30 on Mondays, others cannot sit until 11, and occasionally not until 11.15.

If the week-end habit is to prevail, would it not be better to suspend sitting altogether on Saturday, and not begin the Monday sittings till after lunch; the profession might then know definitely what they were doing.

E. T. HARGRAVES.

3, Abchurch-lane, London, E.C., July 14.

The following is the letter referred to by our correspondent:—

Judges' Lodgings, Lancaster, 9 July, 1902.

The Lord Chief Justice presents his compliments to Mr. Hargraves and begs to acknowledge the receipt of his letter of the 7th July. The statement made in the *Times* is perfectly true. The Lord Chief Justice and Mr. Justice Bigham propose leaving for South Africa on Saturday, the 9th August.

THE ENGLISH REPORTS.

[To the Editor of the Solicitors' Journal.]

Sir,—Your reviewer of the above work in this week's issue asks if the Chancery series will now follow and hopes the two volumes of Equity Cas. Abr. will form part of the series. We are now in a position to answer both questions in the affirmative.

STEVENS & SONS (LIMITED),

J. A. WARWICK, Director.

119 and 120, Chancery-lane, London, July 16.

[We are very glad to hear that Equity Cas. Abr. are to be included in this excellent series of reports.—ED. S.J.]

NEW ORDERS, &c.

RULES OF THE SUPREME COURT.

JULY 1902.

ORDER XIII. RULES 5 AND 7.

1. (a) Rule 5 shall be read as if after the words "Where the writ is indorsed with a claim for" the words "pecuniary damages only, or for detention of goods with or without a claim for pecuniary damages" were substituted for the words "detention of goods and pecuniary damages or either of them," and as if after the words "But the court or a judge may" the words "order a statement of claim or particulars to be filed before any assessment of damages, and may" were inserted.

(b) Rule 7 shall be read as if for the words "detention of goods and pecuniary damages or either of them" the words "pecuniary damages only or for detention of goods with or without a claim for pecuniary damages" were substituted.

ORDER XIV. RULE 7.

2. Rule 7 is hereby annulled, and the following Rule shall stand in lieu thereof:—

7. Upon the hearing of the application, with the consent of the parties, an order may be made referring the action to a master, or the action may be finally disposed of without appeal in a summary manner.

ORDER XX. RULE 1.

3. In Rule 1, sub-sections (b), (c), (d), and (e) are hereby repealed, and the following sub-sections shall stand in lieu thereof:—

(b) Subject to the provisions of Order XIII., Rule 12, as to filing a statement of claim when there is no appearance, no statement of claim shall be delivered unless the same be ordered under Order XXX. or Order XVIIIa., Rule 3.

(c) When delivery of a statement of claim is ordered the same shall be delivered within the time specified in the order, or, if no time be so specified, within twenty-one days from the date of the order, unless in either case the time be extended by the court or a judge.

4. Order XX., Rule 5 is hereby repealed.

ORDER XXI. RULES 6, 7 AND 8.

5. Rules 6, 7 and 8 are hereby annulled, and the following rules shall stand in lieu thereof:

6. Where a defendant has appeared to a writ of summons specially indorsed under Order III., Rule 6, he shall deliver his defence within ten days from the time limited for appearance, unless such time is extended by the court or judge, or unless in the meantime the plaintiff serves a summons for judgment under Order XIV., or a summons for directions.

7. Where leave has been given to a defendant to defend under Order XIV., he shall deliver his defence (if any) within such time as shall be limited by the order giving him leave to defend; or if no time is thereby limited, then within eight days after the order.
8. When a statement of claim is delivered pursuant to an order, or filed in default of appearance under Order XIII., Rule 12, the defendant, unless otherwise ordered, shall deliver his defence within such time (if any) as shall be specified in such order, or, if no time be so specified, within ten days from the delivery, or filing in default, of the statement of claim, unless in either case the time is extended by the court or a judge.

ORDER XXII. RULE 18A.

6. Where the estate of a deceased person who has died intestate is entitled to a fund or to a share of a fund in court not exceeding £100, and it is proved to the satisfaction of the court or a judge that no administration has been taken out to such deceased person, and that his assets do exceed the value of £100 including the amount of the fund or share to which the estate of such deceased person is entitled, the court or a judge may direct that such fund or share of a fund shall be paid, transferred, or delivered to the person who, being a widower, widow, child, father, mother, brother, or sister of the deceased, would be entitled to take out administration to the estate of such deceased person.

ORDER XXIII.

REPLY AND SUBSEQUENT PLEADINGS.

7. Order XXIII. is hereby annulled, and the following order shall stand in lieu thereof:—

1. Except in Admiralty actions no reply shall be delivered unless the same be ordered.
2. A plaintiff shall deliver his reply, if any, in Admiralty actions within six days, and in other actions if ordered within the time specified in the order or if no time is so specified within ten days, after the defence or the last of the defences shall have been delivered, unless the time shall be extended by the court or a judge.
3. No pleading subsequent to reply other than a joinder of issue shall be pleaded without leave of the court or a judge, and then shall be pleaded only upon such terms as the court or judge shall think fit. Every pleading subsequent to reply shall be delivered within the time specified in the order giving leave to deliver the same or if no time be so specified within four days after the delivery of the previous pleading, unless the time shall be extended by the court or a judge.

ORDER XXVII. RULES 4, 6 AND 9.

8. Order XXVII., Rules 4, 6 and 9 shall be read as if after the words "detention of goods and pecuniary damages or either of them" were left out, and the words "pecuniary damages only for detention of goods with or without a claim for pecuniary damages" were inserted: and at the end of Rule 15 shall be inserted "and where an action has been set down on motion for judgment under Rule 11 of this order, such setting down may be dealt with by the court or a judge in the same way as if a judgment by default had been signed when the case was set down."

ORDER XXX. RULE 1.

9. Order XXX., Rule 1, is hereby annulled, and the following rule shall stand in lieu thereof:—

1. (a.) Except in the cases mentioned in paragraph (d) the plaintiff in every action shall take out a summons for directions returnable in not less than four days.
- (b.) Such summons shall be taken out after appearance and before the plaintiff takes any fresh step in the action other than application for an injunction, or for a receiver, or the entering of judgment in default of defence under Order XXVII.
- (c.) Where under Order XIV. the plaintiff applies for judgment, or where under Order XVIII., the defendant applies for a statement of claim, the judge may deal with such application as if the plaintiff had been entitled to take out and had taken out a summons for directions.
- (d.) This rule shall not apply to Admiralty actions within the meaning of section 34 of the Judicature Act, 1873, or to actions in which the writ is specially indorsed under Order III., Rule 6, or to actions coming under the provisions of Order XVIII., or to any proceeding commenced by originating summons, but in any such action or proceeding a summons for directions may be taken out at the instance of any party thereto.

ORDER XXX. RULES 2, 3, 5 AND 8.

10. Order XXX. shall be read as if—

- (a.) In Rule 2 the words "interlocutory" and "before the trial" were left out.

- (b.) In Rule 3 the words "made or" were left out.
- (c.) In Rule 5, after "original summons," the words "and before judgment" were inserted.
- (d.) In Rule 8 the words "or for summary judgment under Order XIV." were left out.

ORDER XXXVI. RULE 1.

11. Rule 1 is hereby annulled, and the following rule shall stand in lieu thereof:—

1. There shall be no local venue for the trial of any action, except where otherwise provided by statute, but in every action in every division the place of trial shall be fixed by the court or a judge.

ORDER XLV. RULES 1, 3, 4 AND 6.

12. Order XLV. shall be read as if—

- (a.) In Rule 1, after the words "to answer the judgment or order" the words "together with the costs of the garnishee proceedings" were inserted; and after the words "to satisfy the judgment or order," the words "together with the costs aforesaid" were inserted.
- (b.) In Rule 3, at the end, the words "together with the costs of the garnishee proceedings" were inserted.
- (c.) In Rule 4, at the end, the words "or may refer the matter to a master" were inserted.
- (d.) In Rule 6, after the words "such garnishee," the words "together with the costs of the garnishee proceedings" were inserted.

ORDER XLIX. RULE 5A.

13. Upon a Winding Up order being made against a company all Chamber proceedings in any action against such company at the instance or on behalf of debenture holders or trustees for debenture holders pending before the Judges to whom for the time being Company business is assigned shall be dealt with by the Registrar in Companies Winding Up.

ORDER LXV. RULE 2.

14. Rule 2 shall be read as if the following words were added thereto:—

"but the court or judge, if the whole costs of the action or other proceeding are not intended to be given to the party, may wherever practicable by the order direct taxation of the whole costs and payment of such proportion thereof, as the court or judge shall determine."

ORDER LXV. RULE 23.

15. Order LXV., Rule 23, shall be read as if the words from "payment" to "paid" inclusive were omitted therefrom, and the following words were inserted:—

"taxation of the costs of such party and payment of a proportion thereof or direct payment of a sum in lieu of taxed costs and direct by and to whom such proportion or sum shall be paid."

16. These Rules may be cited as the Rules of the Supreme Court, July, 1902, and each Rule may be cited separately by the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the 24th day of October, 1902.

Dated the 8th of July, 1902.

(Signed) HALSBURY, G.
ALVERSTONE, C.J.
R. HENN COLLINS, M.R.
F. H. JEUNE, P.
ROLAND L. VAUGHAN WILLIAMS, L.J.
ARTHUR KEKEWICH, J.
A. M. CHANNELL, J.
WALTER C. RENSHAW.

ORDER OF COURT.

Monday, the 7th day of July, 1902.

Whereas, from the present state of the business before Mr. Justice Kekewich and Mr. Justice Byrne respectively, it is expedient that a portion of the causes assigned to Mr. Justice Byrne should be transferred to Mr. Justice Kekewich; now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the Schedule hereto be accordingly transferred from the said Mr. Justice Byrne to Mr. Justice Kekewich, and be marked in the Cause Books accordingly. And this order is to be drawn up by the Registrar, and set up in the several offices in the Chancery Division of the High Court of Justice.

SCHEDULE.

FROM Mr. Justice BYRNE.

1902.

Wardrop v Gibbs 1d 1901 W 5,236 May 12

Urban District Council of Swanage v White 1902 S 2,229 May 16
 Salter v Whiffin 1900 S 2,516 June 13
 Rowles v Rowles 1902 R 366 June 16
 Jewell v Graham & ors 1902 J 309 June 17
 The Capital and Counties Bank Ltd v Baker 1961 O 3,541 June 19
 Soloman v Otto Thomas Ltd 1902 S 317 June 19
 Band v Swaine 1901 R 1,269 June 23
 Pywell v Withall & anr 1902 P 950 June 24
 Magnay v Tottenham 1901 M 3,723 June 25
 Hogan v Bird 1902 H 3,769 June 30
 Pearce v Whitaker Wright 1902 P 11 July 3

CASES OF THE WEEK.

Court of Appeal.

Ex parte WALLACE. No. 1. 14th July.

PRACTICE—RULE AGAINST JUSTICES—RIGHT OF APPLICANT TO MOVE IN PERSON—JUSTICES' PROTECTION ACT, 1848 (11 & 12 VICT. c. 44) s. 5.

The applicant moved in person for a rule under 11 & 12 Vict. c. 44, s. 5, calling upon certain justices to shew cause why they should not hear and determine an application for a summons against Sir Mount Stuart Grant Duff and others in respect of certain matters when they were upon the the Governing Council of Madras. The Divisional Court had refused to hear the applicant upon the ground that a rule, under 11 & 12 Vict. c. 44, s. 5, could only be moved for by counsel. *Reg. v. Biron* (14 Q. B. D. 474), decided in 1884, and *Ex parte Lewis* (37 W. R. 13, 21 Q. B. D. 191), decided in 1888, were referred to. Master Coleridge handed to the court a note from his book of four decisions of Divisional Courts, in all of which the court refused to hear an applicant in person for a rule under 11 & 12 Vict. c. 44, s. 5—namely, Mathew and Charles, JJ., in October, 1894; Wills and Wright, JJ., in December, 1896; Wright and Bruce, JJ., in January, 1897; and Wills and Kennedy, JJ., in April, 1898. [An application for a prerogative writ of *mandamus* can only be made by counsel: *Ex parte Whyte* (12 Times L. R. 458), and 11 & 12 Vict. c. 44, s. 5 only substituted a rule under that section for a rule for a *mandamus*.]

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.J.J.) refused to hear the application.

COLLINS, M.R., said that the Divisional Court had refused to grant a rule against the justices under 11 & 12 Vict. c. 44, s. 5, on the ground that the rule could not be moved for by the applicant in person but could only be moved for by counsel. The Divisional Court accordingly refused to hear the application. The master had referred them to a series of decisions in the Divisional Courts, which had not found their way into the reports, to the effect that an application for a rule under 11 & 12 Vict. c. 44, s. 5, could only be made by counsel. It was therefore a rule of practice of the courts not to hear a motion of this sort except when made by counsel. They would, therefore, refuse to hear the application until the applicant appeared by counsel.

MATHEW and COZENS-HARDY, L.J.J., concurred.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

ATTORNEY-GENERAL v. MAYOR, &c., OF BOURNEMOUTH. No. 2. 14th and 15th July.

TRAMWAY—"SUBSTANTIAL COMMENCEMENT OF WORKS"—"CONCLUSIVE EVIDENCE"—TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78), s. 18.

This was an appeal from a decision of Swinfen Eady, J. (reported *ante*, p. 586, [1902] W. N. 126). The facts were shortly as follows: The Corporation of Bournemouth obtained a provisional order, confirmed by Act of Parliament on the 6th of August, 1900, authorizing them to construct a certain tramway, and on the same day the Poole and District Electric Traction Co. (Limited) obtained an Act authorizing it to construct a tramway along the same line, but providing that the power should not be exercised till the 1st of August, 1902, and not then if the corporation had in the meantime constructed their tramway in compliance with certain conditions. These proceedings were an information brought by the Attorney-General at the relation of the company, and an action by the company, claiming that the corporation should be restrained from continuing to construct their tramway on the ground that their powers had expired. It was contended that the corporation had not substantially commenced "the works" within one year from the date of the provisional order, as required by section 18 of the Tramways Act, 1870, in the absence of a prolongation of the time by the Board of Trade, which had not been obtained. It was admitted that the corporation had not commenced any works on the actual line of tramway; but within the year they had acquired some leasehold premises for the purpose of erecting a generating station, and had entered into contracts for the supply of dynamos, &c., and it was contended on their behalf that this amounted to a "substantial commencement of the works" within the section. It was further argued that a notice published in the *London Gazette* by the Board of Trade, as provided by section 18, was not only conclusive but the only admissible evidence of non-commencement. Swinfen Eady, J., on this point, intimated that he should have followed the decision of Kekewich, J., in *Re Dudley and Kingswinford Tramways* (42 W. R. 126, 69 L. T. 711), to the effect that "conclusive" meant "exclusive" evidence; and held, further, that there had been a substantial commencement of the works within the required time, and that the defendant corporation were therefore entitled to judgment. The plaintiffs appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—I regret to have to deliver this judgment, which does not, I think, accord with the real needs of the case, but I cannot see my way to construe the Act otherwise. The first answer given by the corporation to the contention that the works were not substantially commenced within a year is that the only way of proving non-commencement is by the production of a notice by the Board of Trade in the *Gazette*. On this point Swinfen Eady, J., gave no decision of his own, but said he should have followed that of Kekewich, J., in *Re Dudley and Kingswinford Tramways*. We must, however, determine the question, and in my judgment it is not right to construe "conclusive" evidence as "only" evidence, and the decision of Kekewich, J., cannot be supported. We must therefore deal with the other question, whether the works were substantially commenced within one year. Swinfen Eady, J., has held that they were, holding that "works" includes not only physical works actually executed, but the taking of any substantial step towards carrying out the undertaking—*e.g.*, the giving of orders for the execution of certain parts of the work and the buying of land for a generating station. I cannot agree to this. I think "substantial commencement" means the execution of physical works. Giving an order is only an attempt to get something done by someone else; it is no more than evidence of an intention to execute works, and it would be doing violence to language to say it amounted to an actual or substantial commencement. I should have been glad if in some way the Board of Trade could help the corporation out of the difficulty; but, without actually deciding the point, I cannot see how they can do so. The appeal must be allowed, with costs, and the order for an injunction must go with the necessary declaration.

ROMER, L.J.—I agree. The short question is whether the corporation have substantially commenced the works within one year. It is first said that the notice in the *Gazette* is the only admissible evidence; that the opinion of the Board of Trade is alone to be looked at, and that the High Court has no jurisdiction to consider the matter. I think this contention is wrong; if Parliament had so intended, it could have expressed the intention in clear language, and I cannot infer it from the words of the Act. As to the second point, I think "substantial commencement of works" must have its ordinary meaning, and points to physical acts performed by the corporation or its agents. The definition of "works" in section 2 of the Lands Clauses Consolidation Act, 1845, as works authorized to be executed, supports this view, and I cannot see that anything the corporation have done amounts to a commencement of the works. They did not even order the contractors to commence them. It is our plain duty to allow the appeal, however hard the result may be for the respondents.

STIRLING, L.J., delivered judgment to the same effect.—COUNSEL, Warrington, K.C., and R. J. Parker; Vernon Smith, K.C., and Church, Solicitors, S. Morse; Lovell, Sen, & Pitfield, for J. & W. H. Druitt, Bournemouth.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

Re LEEDS AND HANLEY THEATRES OF VARIETIES (LIM.). No. 2. 3rd, 7th, 8th, and 11th July.

COMPANY—PROMOTION—SECRET PROFIT—PROSPECTUS—CONCEALMENT—MISREPRESENTATION—BREACH OF DUTY—FRAUD—DAMAGES.

This was an appeal from a decision of Wright, J. The facts were, shortly, as follows: In December, 1896, the Consolidated Exploration and Finance Co. (Limited), hereinafter called the finance company, agreed with the proprietors of two music halls, the Leeds Hall and the Hanley Hall, to form the Leeds and Hanley Theatres of Varieties (Limited), hereinafter called the theatres company, to take over the halls. The finance company paid the deposit, and the total purchase price of the two halls was about £24,000. Early in 1897 the prospectus of the theatres company was issued, and in it one Rand, who was in fact a clerk, was held out as the vendor of the halls, and it was stated that he had such confidence in the success of the company that he had stipulated for the right to take one-third of the share capital in part payment of the purchase-money. It was also represented that the halls had been valued at £75,000 by Messrs. Carter & Le Grand, described as "well-known and established valuers to the licensed victuallers' trade," who had in fact only been established for less than two years. The finance company settled the memorandum and articles of the theatres company, and registered it on the 2nd of February, 1897. It is also provided the signatories for memorandum and nominated three directors, supplying two of them with their qualification. One of them was a director of the finance company. The minutes of the finance company shewed that while the purchase of the halls and the formation of the theatres company was in contemplation this director did not vote on matters connected with it, though he was present at all but one of the board meetings of the finance company at which the scheme was discussed. On the 1st of February, 1897, Rand purported to sell the halls to a trustee for the theatres company (also nominated by the finance company) for £75,000, to be paid as to £17,500 in cash, as to £16,000 in mortgages to be given by the theatres company, as to £10,000 in debentures of the theatres company, and as to £11,500 in fully-paid shares of the theatres company. On the 4th of February the three directors of the theatres company above mentioned held their first meeting and approved the prospectus, and adopted the purchase. The halls were worked at a loss. The theatres company was wound up, and the halls were sold by the mortgagees for about £19,000. The value of the £10,000 debentures held by the finance company was about £2,300. The official receiver, as the liquidator of the

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theatres company, made this application for a declaration that the finance company was liable to account to the theatres company for the secret profit made in the formation of the theatres company and the sales to it of the halls, or alternatively that the finance company might be ordered to make compensation for misfeasance in inducing the theatres company to purchase the halls without proper disclosure and at a fraudulent overvalue. The finance company was also in liquidation, but had substantial assets—about £12,000—to meet the claims. Wright J., ordered the finance company to make compensation to the amount of £12,000, with interest at 4 per cent. on the sum obtained from the theatres company. The finance company appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., stated the facts, and said that he was not prepared to hold that in purchasing the halls the finance company was acting as the agents or trustees of the as yet unformed theatres company, but preferred to base his judgment on the plain fact that from first to last the directors of the finance company were acting as the promoters of the theatres company and intended to buy the halls and then form a board under their own control to buy the halls from them at an inflated price, and that consequently the finance company was throughout the period in a fiduciary relation to the future allottees of shares in the theatres company. This fiduciary relationship involved a duty on the part of the finance company to disclose the fact that it was interested as beneficial vendor of the halls. His lordship held that no such disclosure was made, except to the three directors nominated by the finance company, and that there was, further, a positive *suggestio falsi* in the prospectus in the statement as to the position of Rand. In view of this breach of duty the theatres company was entitled to relief in the nature of damages in respect of its purchase for £75,000 of property for which the finance company had paid £24,000, and the estimate of £12,000 was amply supported by the facts.

ROMER, L.J., held that the finance company clearly promoted the theatres company, and was responsible for the issue and contents of the prospectus. This prospectus, his lordship held, was fraudulent, inasmuch as it concealed the fact that the finance company was the real vendor, and contained the false statement as to Rand, who, in fact, had no confidence or concern in the theatres company, and had made no such stipulation as was alleged. Further, it was the duty of the finance company to provide the theatres company with an independent board of directors. The finance company caused the theatres company to incur heavy liabilities and part with a large amount of its shares, and so, since the halls were worth less than the sum paid for them, the finance company was liable for the difference in damages in respect of breach of duty and fraud, and the appeal must be dismissed.

STIRLING, L.J., in delivering judgment to the same effect, referred to a passage in the speech of Lord Macnaghten in *Cavendish Bentinck v. Fenn* (36 W. R. 641, 12 A. C. 652, at p. 671), to the effect that it would amount to a fraud for anyone interested in land which was being sold to a company to conceal his interest and represent that the land belonged to others not connected with the scheme. This case was distinguishable, in point of fact, from *Cavendish Bentinck v. Fenn* by reason of the fact that there the contract was a real contract, whereas here the parties were nominees of the finance company. [It was agreed that judgment should be given for the theatres company for £12,000 and costs, without interest, the finance company undertaking not to appeal further.]—COUNSEL, *Hon. E. C. Macnaghten, K.C., and Kenyon Parker; Younger, K.C., and W. H. Cozens-Hardy.* SOLICITORS, *R. Raphael & Co.; G. B. W. Digby.*

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

Re EDGCOMBE, No. 2. 9th and 11th July.

ATTACHMENT—NON-PAYMENT OF RATES—COMMITTAL—BANKRUPTCY OF DEBTOR—LEGAL PROCESS—JURISDICTION—DEBTORS ACT, 1869 (32 & 33 VICT. C. 62), s. 4.—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 10 (2).

This was an application on behalf of James Edgcombe, a debtor, at present confined in Holloway prison, for his release. Hewas therated occupier of No. 12, St. James's-square, which in 1900 he proposed opening as the premises of a limited company, called the Pall Mall Club. In April last, at the instance of the Corporation of Westminster, Mr. Denman, the sitting magistrate at Marlborough-street police-court, made an order to commit Edgcombe to Holloway prison for non-payment of rates in respect of No. 12, St. James's-square to the amount of about £174. The order of committal was for one month, unless the debt and costs should be sooner paid. On the 1st of July the debtor was arrested and lodged in prison, and on the following day he presented a bankruptcy petition, upon which a receiving order was at once made. Thereupon, he applied to Mr. Registrar Hope, sitting in bankruptcy, for his release under section 10, sub-section 2, of the Bankruptcy Act, 1883, which gives the Court of Bankruptcy power to stay legal process against the property or person of a debtor. The registrar, however, refused the application, holding that, as the order had been made by a court of competent jurisdiction, he could not interfere; and further, that the order being punitive, the receiving order did not have the effect of releasing the debtor. Edgcombe appealed from the registrar's order.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I am of opinion that this appeal must fail. I arrive at this conclusion with some reluctance, because with regard to the application of the Debtors Act, 1869, and the effect thereon of a receiving order, it does not seem to me that the decisions of the courts and the rules which have been made have all followed the same principle. But if this case is governed by authority, the court must act on that authority. The debtor relies on section 10 (2) of the Bankruptcy Act, 1883,

That sub-section provides that "the court may at any time after the presentation of a bankruptcy petition stay any action, execution, or other legal process against the property or person of the debtor, and any courts in which proceedings are pending against a debtor may, on proof that a bankruptcy petition has been presented by or against the debtor, either stay the proceedings or allow them to continue on such terms as it may think just." It is said that this process, which resulted in the order for imprisonment is a "legal process against the property or person of the debtor," and that therefore the Court of Bankruptcy has jurisdiction to allow or prohibit the continuance of the proceedings. Whether this is so or not depends on the question whether the imprisonment is intended as a means of enforcing payment of the debt or whether it is intended as a punishment. If it is intended as the latter the court has no jurisdiction under section 10 to order the release of the debtor. There can be no doubt that if the statement of the law made by Mellish, L.J., in *Cobham v. Dalton* (23 W. R. 865, 10 Ch. App. 655) is still to be taken as good law, this process must be regarded as merely for the purpose of enforcing payment of the debt. But looking at the other authorities I think that Mellish, L.J.'s, statement cannot now be regarded as accurate. The general effect of the Debtors Act, s. 4, is that no person shall be liable to imprisonment for non-payment of money except in certain specified instances, and there is another exception in section 5. In *Middleton v. Chichester* (19 W. R. 369, 6 Ch. App. 152) Lord Hatherley considered that in every one of the exceptions in section 4 something in the character of delinquency was pointed out; and for that reason the power of imprisonment was retained and was in the nature of a punishment, and so differed from a process to enforce the payment of a debt. The same view is taken by Lindley, L.J., in *Re Smith* (41 W. R. 289; 1893, 2 Ch. 1). Under these circumstances the court has no choice but to hold that the order of the magistrate in the present case is a punitive order, and that the debtor is not entitled to his release by reason of the receiving order. Looking at the conditions under which an order can be made under section 5 of the Debtors Act, it is clear that under it an order can be made only when there is a contumacious debtor. It is intended as a punishment for a quasi-contempt of court. In the present case the receiving order does not entitle the debtor to his release, notwithstanding that he can at any time, by paying the debt and costs, get rid of his imprisonment.

ROMER and STIRLING, L.JJ., delivered judgment to the same effect.—COUNSEL, *Haldenstein; Muir Mackenzie.* SOLICITORS, *Reginald G. Davis; Caproni, Hitchins, Brabant, & Hitchins.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re POLLARD. POLLARD v. POLLARD. Joyce, J. 5th July.

SEQUESTRATION—CHOSE IN ACTION—BANKER—CUSTOMER—DEALINGS WITH CUSTOMER'S ACCOUNT AFTER NOTICE OF WRIT OF SEQUESTRATION AGAINST CUSTOMER.

This was a summons taken out by the plaintiffs asking that the London and County Banking Co. (Limited) might be ordered to pay to the sequestrators, acting under a sequestration issued in the action against the defendant, H. E. Pollard, the amount standing to the credit of the defendant in the books of the bank on the 20th of May, 1902. The action was instituted against the defendant, who was a legatee and executor under the will of Mrs. Jane Pollard, to recover a sum of money due from him to the testatrix, and for administration of her estate, and the defendant was ordered to pay into court to the credit of the action the sum of £136 3s. The defendant failed to comply with this order, and on the 20th of May, 1902, a writ of sequestration was issued against him directing the sequestrators to collect, receive, and sequester all his goods, chattels, and personal estate whatsoever, and to detain and keep the same under sequestration until the defendant should lodge in court the sum of £136 3s., and clear his contempt. The sequestrators accordingly, upon the same day, attended on the manager of the Covent Garden branch of the bank, where the defendant kept an account, and gave notice of the writ and demanded payment of the amount standing to the defendant's credit at the bank. It was admitted that on that date there was a sum of £204 7s. 8d. standing to the defendant's credit in the bank books. The plaintiffs alleged that the bank manager undertook not to allow the defendant to deal with his account, and to communicate with the solicitors of the plaintiffs and sequestrators when he had consulted the bank's solicitors. It appeared that, notwithstanding the bank manager's undertaking, the bank had subsequently honoured cheques drawn by the defendant, and on the 22nd of May the balance at the bank to the defendant's credit was reduced to £137 7s. 5d. On the 22nd of May last the sequestrators served a formal written notice on the bank manager and took out the present summons, asking that the bank might be ordered to pay to the sequestrators the amount which was standing to the defendant's credit in the books of the bank on the 20th of May, 1902. The plaintiff contended that the bank was not justified in paying any more money to the defendant after receiving notice of the sequestration, without giving the sequestrators a reasonable opportunity of applying for an order against them, and, amongst other cases, they referred to *Wilson v. Metcalf* (1 Beav. 263), *Miller v. Huddleston* (31 W. R. 138, 22 Ch. D. 233), *Ward v. Booth* (20 W. R. 880, 14 Eq. 195), and *Ex parte Nelson* (28 W. R. 554, 14 Ch. D. 41).

JOYCE, J., said that he did not see his way to make an order with respect to the larger sum of £204 7s. 5d. It was stated in the text-books that mere notice of a writ of sequestration did not bind a *chose in action* in the hands of a third party, and his lordship thought that the authorities

bore out that proposition. No case had been cited in which it had been held that mere notice of sequestration was sufficient to bind a *chose in action*, and certainly it did not create a charge. He was, however, very far from approving the conduct of the bank, although they might be right in law. Upon the evidence he did not think that they ought to have paid their customer without giving the sequestrators an opportunity of opposing that course of action. The order would accordingly be made, but without costs, and without prejudice to any other action which the sequestrators might take.—COUNSEL, *Hughes, K.O., and G. N. Marcy; F. H. Maugham. SOLICITORS, S. R. Pollard; Wilkinson, Howlett, & Wilkinson.*

[Reported by C. B. CAMB, Esq., Barrister-at-Law.]

Re SMITH. SMITH v. LEWIS. Buckley, J. 3rd, 4th, and 8th July.

WILL—CONSTRUCTION—POWER TO RETAIN ESTATE IN PRESENT FORM OF INVESTMENT—RECONSTRUCTION OF COMPANY—ALLOTMENT OF SHARES IN NEW COMPANY TO TRUSTEES—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 161.

This was a summons taken out by the plaintiff, as surviving trustee of the will of the testator, asking, among other things, whether the plaintiff, as such trustee, was justified in retaining unsold certain ordinary and preference shares in the Birmingham Small Arms Co. (Limited), forming part of the estate of the testator, which were allotted to the plaintiff as such trustee in September, 1896. The will contained a devise and bequest of his real and personal estate to his trustees on trust for sale and conversion, and investment of the proceeds, and a direction that his trustees should hold the investments on trust to pay the income thereof for life to certain tenants for life, and subject thereto, in trust for certain persons in remainder. There was also a power to his trustees to postpone the sale and conversion of his estate, or any part thereof, and to retain the same, or any part thereof, in its present form of investment. The investment clause included the preference shares of any joint stock company at the time of investment paying a dividend on its ordinary shares. The testator died in 1895. He was possessed of 750 ordinary shares in the company. In September, 1896, the trustees were the holders of 520 of these. In that month the company was voluntarily wound up under section 161 of the Companies Act, 1862, on the terms of an agreement by which the assets of the old company should be sold to trustees for an intended new company, and by which the new company, when formed, should allot to each member of the old company for each share in the old company one fully-paid ordinary and one fully-paid preference share of the same value in the new company. There was no alternative given to the shareholders to take money, but they had power under section 161 to dissent. The trustees did not dissent, and there were allotted to them 520 ordinary and 520 preference shares in the new company. The company did not pay a dividend on its ordinary shares until 1897; since that year they have always done so. The right of the trustees to retain the preference shares was not contested. With respect to the ordinary shares, it was contended on behalf of the tenants for life that the trustees were justified in retaining the shares, inasmuch as the new company was substantially the same as the old one. On behalf of the persons entitled in remainder it was contended that the new company was an entity different from the old one, and that consequently the shares of the new company could not be said to be part of the testator's estate. *Re Morris* (52 L. T. 462), *Re New* (1901, 2 Ch. 534), and *Re Tucker* (1894, 1 Ch. 724) were cited.

BUCKLEY, J., after holding that the question as to the preference shares was covered by the investment clause, continued: The further question is whether the ordinary shares are an authorized investment. They are not within any clause which authorizes the trustees to make investments. The whole question turns on whether the retention of these shares is a retainer of some part of the estate "in its present form of investment." In a sense it is not. Shares in the new company are not the same as shares in the old company; they are different shares. But I think I ought to look at the substance of the transaction. Is it substantially the same form of investment? Now one might put many illustrations of transactions in which investments are not varied. Suppose that, at the death of the testator, the company had only issued ordinary shares and that it subsequently created preference shares, would the ordinary shares be the same shares? I should say that this would be the same investment. The company had power to create preference shares; the ordinary shares were always subject to that power, and are still the same shares. Secondly, suppose that after the testator's death the company availed itself of the Companies (Memorandum of Association) Act, 1890, and enlarged its objects, would the investment remain the same? I should say that it would. In the present case the company has availed itself of other statutory powers—that is to say, under section 161, it has sold its assets to another company, and has effected that operation in such a form that the trustees were bound to take the shares of the new company or dissent. The shares in the new company resulted from the shares in the old company without any act on their part. Have they then changed the form of the investment? I think not; the altered thing they have got is the same thing in another shape. They are shares in a new company, no doubt, but the only real difference is that the corporation is a different corporation. Does that fact take them out of the words "retain the same in its present form of investment"? I think that every case of this kind must be looked at on its merits in order to see if the investment is the same. In the present case I think it is. Here the new company was a reproduction of the old company. There is no question here of a different form of business, or of additional liability. All that has happened is that there is a new corporation which is the old company in a new form. The trustees obtained these shares because, by the use of the statute, the one company

replaced the other. I think, therefore, that these shares are within the words of the will, and that the trustees are entitled to retain them.—COUNSEL, *J. E. Harman; Mark Romer; R. J. Parker. SOLICITORS, Sharpe, Parker, Pritchards, Barham, & Lawford, for B. Shirley Smith, Birmingham.*

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

* * In the report of the case of *Baxendale v. North Lambeth Liberal and Radical Club* (*ante*, p. 616) the club is in one place erroneously referred to as "the plaintiff club" instead of "the defendant club."

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 18th of June, 1902:

FIRST CLASS.

Angel, Owen Copplestone	Nash, Ernest
Bowyer, Herbert Henry	Ramden, James Hildebrand
Houlston, Edward Bicknell	Redfern, Sydney Ernest
Hunt, Arthur Cecil	Richmond, Charles Frank
Jackson, Harold Warters	Robinson, Arnold Percy
Jessop, Frederic Hubert	Rowe, Richard Sidney
Jones, Walter Owen, B.A. (Wales)	Thornton, Philip Reginald
Lewis, Laurence Reddrop	Wales, Sidney Charles Ingelow
Lyde, Herbert William	Welch, Lawrence
Mathews, Thomas Alfred	Wood, Charles Hewitt
Moss, Harold Moreton	

SECOND CLASS.

Amos, Reginald	Flavell, Thomas
Andrew, George Lyons	Foster, Thomas Matherson
Archer, Francis Kendray	Fox, John
Bartlett, Kenneth Edmeades	Frape, Reginald David
Bates, Robert	Freeman, George Herbert
Bateson, Vivian Blanshard	Gain, Joseph Henry
Bennett, Harold George	Gallop, John Arthur
Birch, Frank	Garton, Peter
Birt, Cecil John Thomas	Gibbs, John Errington
Blakelock, Theodore Lindsay Salts,	Gibson, Norman
B.A. (Camb)	Gill, William Briggs
Blakemore, Trevor Ramsey, B.A.	Goodman, Harold Temple
(Camb.)	Gough, Charles Ogle
Bownass, William Everett	Graham, Henry John
Buckley, Edgar	Graves, Alfred Percival
Budge, William Hatton	Gray, Colin
Bull, Henry Hill	Gwatkin, Frederick Ambrose Staple-
Butlin, Ernest Thomas	ton
Campbell, George Leslie	Hammill, Alan
Cartmell, Harold	Hawking, Henry William
Chapple, Henry Torrington	Haywood, Christopher
Chapham, Barnard Aubrey, B.A.	Hazlerigg, Thomas Maynard
(Oxon.)	Hellawell, Frank Arthur
Clegg, Joseph	Hellyar, Richmond Percival
Clifton, Harold	Henstock, John
Coldham, Guy Glemsford	Hepworth, Joseph
Cotterell, Arthur	Hickman, Thomas Darby
Cordwell, Harry	Hicks, Harold Coldstream
Cornu, George Maurice	Hill, William Charles
Cripps, Alfred Standish	Hinson, William
Croft, Leonard Wilberforce	Hollobon, Tom
Crowther, James Ashworth	Hoaking, Vivian Edgill
Culross, Charles Hill	Howell, Charles Everard
Dabbs, Arthur Henry	Hymers, James Allan
Dalton, Wilton Kenworthy	Jacks, William Thomas
Danby, James Sherman	Jackson, Basil
Darke, Hugh Cuff	Jones, David Augustus
Davey, Horace	Jones, Ernest
David, Tudor Jenkyn	Jones, John Horatio Edward
Davies, Origen	Jones, William Hatherley
Day, William Ingram Leeson	Jordeson, George Stephenson
de Kusel, Kenneth	Kennedy, Douglas Wyburn
de Meza, Jonas	Kennedy, Edward Gordon
Dewing, Arthur Augustus Blath-	Kershaw, Harold Stanley
way	Lacey, Cyril Dunman
Dixon, Thomas William	Laemann, John Adolph
Dobson, Reginald Crawshaw	Leoni, Alexander
Dowding, Arthur Charles	Lester, Walter Edwin
Duckers, James Scott	Letts, Malcolm Henry Ikin
Duckham, Thomas Henry	Lloyd, Henry Harris
Du Pre, Charles Hinton, B.A.	Lloyd, Thomas Henry
(Oxon.)	Lymbery, Arthur William, B.A.
Edwards, Basil Wynn	(Camb.)
Edyvean, Montagu Flamank	McDaniel, Harry David
Ellis, Arthur Thomas	McDonald, Reginald
Eltott, George	McQueen, Ernest Frank
Eve, William	March, Charles Henry
Faulder, Henry Siddons	Marsden, George Alfred
Fielding, Edgar	Mason, Maurice Ludlam

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Masters, Sedgwick
Mather, Philip Bertram
Maude, Robert Cecil
Merson, Frank Melhuish
Mewburn, William Guy
Moger, Herbert George Derwent
Money, George Chester Tancred
Moodie, Percy Alfred
Morecroft, Arthur Ernest
Morell, Stephen Kingsley
Morgan, Gabriel Arthur
Morgan, Hugh Carey
Mottram, Francis Joseph
Needham, Leonard Ronald
Newman, Trevor Clyde
Nicholson, Montagu
Other, Thomas Archer Windsor
Pirkin, George Cecil Lyne, B.A.
(Camb.)
Pothecary, Walter Frank
Potts, Cyril Ashford
Pratt, Edward Spencer
Prentis, Mackenzie Wilson
Price, William
Ramsay, Henry
Rawlinson, Francis Joseph
Rayner, William Vernon
Redfearn, Auberon Herbert
Robinson, Norman Augustus
Samuel, Charles Robert
Saul, John Bycroft
Saxon, Harold
Schofield, Edmund
Scholesfield, William
Scott, Sydney Bonner
Scott, William Emiley Oscar
Shaffer, Samuel
Shepherd, Norman Robinson

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 16th and 17th of June, 1902:

Adler, Cecil George
Armstrong, Forster Moore, LL.B.
(Camb.)
Ashbridge, John Prentice
Atkinson, George James, LL.B.
(Lond.)
Baddeley, Sydney
Bailey, John Norman
Barber, John Reid, B.A., LL.B.
(Camb.)
Barber, Walter Browne, B.A.
(Camb.)
Barker, Charles Edward
Bayly, Kingsley
Beavis, Charles Edward Hartnell,
B.A. (Oxon.)
Becher, John Pickard
Beeching, Ernest
Bennet, John Langston Milais
Bevan, William
Biddle, Frederick Arnold, B.A.,
LL.B. (Camb.)
Bird, Henry Soden
Biss, Ivan Edward
Black, Alexander MacGregor
Black, George Barnard
Black, Reginald Adam, B.A. (Camb.)
Bowker, Arthur Lawrence, B.A.
(Oxon.)
Bradbury, Reginald Orlando
Brady, Charles Edward
Branson, Frederick Henry Ewart,
B.A., LL.B. (Camb.)
Bretherton, Francis Hawkin
Brookis-Warren, William Alfred
Broom, Allen George
Brown, Arthur Cassels, B.A. (Oxon.)
Brown, Theophilus Edward
Burnup, Henry Watson, B.A.
(Camb.)
Cameron, Edmund Verney Lovett,
B.A. (Oxon.)
Carrick, Cyril
Castle, Claude Montagu
Catlow, John Harrison
Chapman, Herbert Stanley, B.A.
(Camb.)
Chesterman, William Paul
Clarke, Joseph Botterill

Cobbett, Richard
Cohn, Albert Maher, B.A. (Oxon.)
Coke, Leigh Rigby
Comely, Robert
Cooke, Henry Edwin
Coote, Arthur Bernard, M.A. (Oxon.)
Copland, Henry Townsend
Coward, Cecil Robert, B.A. (Oxon.)
Coward, George Victor
Cripps, Charles Henry, B.A. (Camb.)
Crosby, Walter Lewis John
Crow, Percy Falslow Castlereagh
Thompson
Dacre, John Charles
Dart, Frank
Davies, Evan Richard
Davies, Thomas John Pryce
Dawes, Edwin Plomley
Dawes, Richard Percy, M.A. (Camb.)
Dean, Charles Frederick Ellis
Dennis, Cecil
Dennis, Clement Charles
Dewhurst, Alfred Guy
Double, Herbert Dale
Duncan, Charles Rix
Elwell, Claude Simeon, B.A. (Oxon.)
Emmet, Edward Fletcher
Evans, Frank Taynton, B.A.
(Oxon.)
Evans, William
Fairbairn, Walter Thomas
Few, John Edward, B.A. (Camb.)
Figgis, John Maurice, B.A. (Camb.)
Fisher, Frank Holcroft
Fisher, John Henry, B.A. (Camb.)
Fishwick, Sydney
Forman, Archibald Claude
Forrester, Arthur Livesey
Foster, William Aaron
Freeman, Samuel
Frost, Cecil Dashwood
Gates, Thomas I'Anson
Gilchrist, Alexander FitzMaurice
Gillett, William Alan
Glynn-Jones, Allen, B.A., LL.B.
(Lond.)
Goschalk, Maurice Victor, B.A.
(Oxon.)
Gough, John Bolle Tyndale

Griffiths, John Gifford
Gross, Adolph Wilhelm Jacob, B.A.,
LL.B. (Camb.)
Grove, Alexander Oliver George
Mantle
Gush, Geoffrey Bertram
Haggard, Richard Colby, B.A.
(Camb.)
Hall, John
Hallam, William Wilkinson
Hardman, Henry Haworth
Hardwick, Augustus Alfred Henry
Harris, Herbert Walter
Harrison, George Rowland Devereux,
B.A. (Camb.)
Harvey, Alan Fox, M.A. (Oxon.)
Harvey, Arthur William Hext
Haselgrove, Harry Cliff, LL.B.
(Lond.)
Haslam, Harold Hargreaves
Haworth, Harold Stones
Haworth, Percy
Hichens, Gobert William, B.A.
(Oxon.)
Himman, George Ernest
Hodgson, James William Birkett,
B.A. (Oxon.)
Hollingsworth, Dennis
Hornby, Robert Phipps
Horsfield, Luke
Horton, Walter, B.A. (Oxon.)
Houston, Kenneth D'Aguliar
Howard, Sydney Edgar, B.A.
(Camb.)
Howell, William Mervyn
Hulton, Charles Edward
Humphreys, Edward Howard Percy
Hurman, William Ritchie Walter
Jacobs, Hardy Vincent, B.A., LL.B.
(Camb.)
Jarvis, William Henry
Jefferies, John William
Jeffreys, Charles Nicholas Theodore
Jessop, George
Johnson, Henry Mayott, B.A.,
(Oxon.)
Jones, Albert Emrys
Kay, William
Keith, Gerald
Kennaway, Leonard Mark
Kershaw, James
Knight, George Brook
Lambert, Arthur Elliott
Lampard, Charles Frank
Levick, Guy Hamilton Tudway,
B.A. (Oxon.)
Lewin, Frederick Elleker, B.A.
(Oxon.)
Lister, Henry Reid
Locke, Alfred Leonard
Lomas-Walker, George Bernard
Lott, Harry Buckland
Loveday, Henry Dodington
Lovibond, George Francis, B.A.
(Oxon.)
Lustgarten, Joseph
McConnell, George
McOrraith, Douglas, B.A. (Camb.)
Maltby, Brough
Marriot, Richard John
Marston, Hugh
Massey, John Henry
Massey, William
Mathew, Vincent Arthur
May, Frank
Menneer, Reginald Chanter, LL.B.
(Lond.)
Merriman, Mark Marshall, B.A.
(Camb.)
Middleton, James Megoran
Mildley, James Gledhill
Miles, Charles Valentine, B.A.
(Oxon.)
Millar, William Robert
Miller, Edwin Jackson
Mitchell, Edmund Bascombe
Monro, Frederic Robert D'Oyly,
B.A. (Oxon.)

Moore, John Lee, B.A., LL.B.
(Camb.)
Morgan, Oscar Trehanne
Napier, Sir William Lennox, Bart.
Newton, Wilfrid Maister
Parkin, Inglewood Urban, B.A.
(Oxon.)
Parkin, William Longmore, M.A.
(Glasgow)
Patrick, John
Phillips, David White
Phillips, Ernest Thomas Adams,
LL.B. (Camb.)
Pope, George Clement, B.A. (Oxon.)
Pownall, Walter Herbert
Pratt, Thomas Ross
Price, Edmond Long
Ramsbottom, John Hargreaves
Rawlins, Hugh Penrose Cardozo
Rees, Aneurin Arthur
Renton, Cyril William
Rexworthy, John William
Rigby, John Tomlinson
Roberts, Richard
Robinson, Frederick Saville
Rogers, James Arthur Warrington
Rose, William
Row, Edgar Periam
Russell, Henry Hartley
Ryland, Thomas Howard, B.A.
(Camb.)
Sa, Edward Henry Hardwick
Sampson, Percy Vernon Montagu
Sanderson, Harry Herbert
Scott, John Bowey
Sells, Bertram Duncomb
Sharman, Hubert Joseph
Sheers, Thomas Angrave Homer
Shepherd, Charles Burney
Shepherd, Leonard
Smith, Arthur Kirke, B.A. (Camb.)
Smith, Denis
Smith, Stanley
Stacey, James Oliver
Staniland, Meaburn
Stapledon, Gerald, B.A., LL.B.
(Camb.)
Stephens, John Herring
Stevens, Sherard Augustus
Stilling, William Henry Chedzey
Stooke-Vaughan, John Salter, B.A.
(Oxon.)
Symes, John
Taylor, James Dewhurst
Taylor, Sydney
Thacker, Thomas William
Thorneloe, Francis
Todd, Frederick Gavin
Trinder, Arnold James
Tucker, George
Turing, Alexander Robert
Underwood, Arthur
Vergette, Edward Dudley
Wade, Charles James Aubrey
Wallace, Charles Redwood Vachell,
B.A. (Oxon.)
Waller, Arthur Horace
Walters, Walter Morgan
Walton, Edwin Reginald
Walton, Robert Graham
Watson, Julian Arthur Howard
Watson, Robert
Westlake, Vincent John
Wheatcroft, Hubert Ashcombe,
B.A. (Oxon.)
White, Ernest John
Whitfield, Frank
Whitfield, Harold Arthur
Whittrick, Francis Gerald
Wild, William Nicholson, B.A.
(Camb.)
Wilson, William Henry
Wood, Joseph Christopher, B.A.,
LL.B. (Camb.)
Wright, Edwin Ernest Stanley
Wright, James Duckley
Yates, Edwin
Yates, Harry

King's Bench special and common jury actions will not be taken during the present sittings after Friday, the 1st of August next.

LEGAL NEWS.

OBITUARY.

MR. HENRY GODEFROI, barrister-at-law, who died on the 10th inst., was the son of Mr. Solomon Henry Godefroi, of London. He graduated B.A. and LL.B. at the University of London, and was called to the bar in 1863. He attained a good practice, and was the author of a work on *Trusts and Trustees*, and joint author of a book on the *Law of Railway Companies*; but retired from practice recently owing to ill-health.

APPOINTMENTS.

MR. WALTER HUSSEY GRIFFITH, barrister-at-law, has been appointed a Revising Barrister on the South-Eastern Circuit.

MR. ALEXANDER E. POLE, barrister-at-law, has been appointed Recorder of Newcastle-under-Lyme in the place of Mr. P. F. Evans, deceased.

MR. W. BEDFORD GLASIER, of 47, Essex-street, Strand, solicitor, has been appointed a Commissioner to Receive Declarations and Affirmations and Take Affidavits, and Witness and Attest Execution of Deeds, &c., for the High Court of Judicature at Bombay, also to Take Acknowledgments of Married Women in London or elsewhere in England and Wales of Property in the Presidency of Bombay and the Provinces Dependent Thereon.

CHANGES IN PARTNERSHIPS.

ADMISSION.

MR. HARRY REGINALD LEWIS, solicitor, of 6, Old Jewry, E.C., has taken into partnership Mr. HERBERT RAMON YGLESIAS (for many years with Messrs. Goldberg, Barrett, & Newall), and the firm will henceforth be Messrs. Lewis & Yglesias.

DISSOLUTIONS.

LATIMER DARLINGTON and THOMAS GILBERT WINTLE, solicitors (Darlington & Wintle), Bradford and elsewhere. July 1.

ARTHUR EDWARD GOODCHILD and WELLESLEY THOMAS HAMMOND, solicitors (Goodchild & Hammond), 1, Queen Victoria-street, London. June 30.

JAMES ALLON TUCKER and JAMES SIDNEY CARPENTER, solicitors (Tucker & Carpenter), 5, Terrace-walk, Bath. July 5. The said James Allon Tucker will continue to practise at 5, Terrace-walk, Bath, aforesaid, and the said James Sidney Carpenter will practise at 5 and 6, Orange-grove, Bath, aforesaid. [*Gazette*, July 11.]

INFORMATION REQUIRED.

CHARLES FINDLAY.—Any person who can afford information which leads to the discovery of any testamentary papers executed by the late Mr. Charles Findlay, accountant, British India Steam Navigation Co., Throgmorton-avenue, London, and who resided at Dunaverty, 12, Harold-road, Upper Norwood, London, S.E., will be suitably rewarded by communicating such information to Messrs. Stuart & Tull, solicitors, 6, Gray's-inn-square, London, or to Andrew McCormick, solicitor, Newton Stewart, N.B., agent for deceased's representatives.

GENERAL.

It is announced that civil business at the Guildford Assizes, which was to have been taken on Monday next, will not be proceeded with before Tuesday, and special jury actions will not be heard there before Wednesday next.

In honour of Mr. Walter M. Wilkinson, F.S.A., who has just completed forty years' service as clerk of the Kingston-on-Thames borough magistrates, Sir Charles Scotter, J.P., one of the justices, last week entertained his colleagues and their clerk to dinner at Kingston. The mayor, on behalf of the justices, made a presentation of silver to Mr. Wilkinson.

On a certain day, says the *Central Law Journal*, during a lecture by Professor Knowlton, of the University of Michigan, on criminal law, he related, to illustrate a point, the facts in a case in which a defendant charged with murder had, in a drunken frenzy, thrown a lamp at his mother-in-law. The missile, however, flew wide of the mark, struck the man's wife on the head and killed her. A bright youth on the back seat inquired, at the conclusion of the statement of facts: "Professor, if the lamp had struck the mother-in-law and killed her, would it have been justifiable homicide?"

On the 15th inst. the First Division of the Court of Session affirmed the decision of Lord Low that the late Sir William Cunliffe Brooks had not abandoned his English domicile. In delivering judgment the Lord President said "the defenders maintained that residence was not *per se* sufficient to bring about or prove a change of domicile, but that it must appear upon sufficient evidence that the person whose domicile was in question intended to abandon his domicile of origin, and to acquire a domicile of choice. There was certainly a long and weighty series of decisions in support of this view. It appeared to his lordship that, where there were such divided residences as in the case of Sir William Cunliffe Brooks, a heavier onus was cast upon the persons who alleged an abandonment of domicile of origin than in cases where the person had only one residence.

Lord Brampton, says a writer in the *St. James's Gazette*, must remember a miscarriage of justice which occurred before his eyes as he sat on the bench at Cardiff Assizes some years ago, and which the judge was powerless to avert. A man charged with highway robbery pleaded guilty, and it was not until after he had done so that it transpired that his friends had instructed counsel to defend him. The plea was thereupon allowed to be withdrawn, a course involving a grave question of morals at all times, but frequently allowed, and often insisted upon by judges in cases of murder. The withdrawal of the plea had the extraordinary effect of setting the prisoner free after he had confessed his guilt. After hearing the evidence the jury returned a verdict of not guilty, and the feelings of Mr. Justice Hawkins were not to be misunderstood as he reminded the jury what they had done and told the governor of the gaol, who appeared for instructions, to let the prisoner go. More recently still a case occurred, at the Worcester City Sessions, in which a prisoner was set free after confessing his crime. Charged with stealing eight pairs of trousers, the man pleaded guilty, but withdrew the plea under the advice of the recorder. The evidence showed that the prisoner was helplessly intoxicated at the time of the theft, and on the strength of this fact the jury found him not guilty, and he was discharged.

Mr. Justice Phillimore, says the *Times* reporter, in the course of his charge to the grand jury at Maidstone, said that the calendar was remarkable for the number of charges of burglary and robbery with violence which it contained. It would perhaps be found, when the cases came to be examined, that the persons charged with burglary were old offenders. How such persons should be punished was a question which had recently attracted considerable attention. Sir Robert Anderson had written several interesting articles on the subject since his retirement; and the matter had been brought before the judges of the King's Bench Division by one of the oldest, the most experienced, and the most humane of their number. The result had been that communications had passed between the Home Office and the judges with the view of ascertaining whether it would not be possible to devise some new form of detention more or less permanent, but slighter in its incidence, than penal servitude by which old offenders might be restrained from preying upon the public. It was constantly necessary for judges to pass sentence upon prisoners as to whom it was certain that when their term of imprisonment was over they would renew their old dishonest life. Such unhappy people were the despair of the judges, the police, and all reforming agencies. It would be well if, in the interests of the public, some scheme such as that which he had indicated could be elaborated without undue cruelty.

"Some time ago," says a correspondent of the *Westminster Gazette*, "a friend of mine became executor to the estate of a man whose whole life was, and had been, apparently, a very pillar of fire as to human rectitude. His estate was a large one, and involved many obligations and a few liabilities; but after paying the latter off my friend found he had still a large sum at his disposal. The deceased had made his fortune by and through the honourable practice of an honourable profession. But in the course of liquidating certain obligations, my friend the executor came across a frequently recurring claim which puzzled him. The explanation of it involved the discovery that the testator never had passed his own examination in the profession he had practised, but that a clever and unscrupulous deputy had gone through the ordeal for him, and that the 'frequently recurring claim' had been a lifelong blackmail by the deputy! A singular confession was left behind him by the deceased gentleman, and a strange suggestion as to the prevention of such episodes. I will give you the *ipsissima verba* of the latter part of the brief document I allude to. He says: 'My persecutor tells me that I am not his only source of income from a similar reason. He says that if the candidate had to deposit his photograph with his notice of examination, and if such likeness were verified, this might prevent it. He declares that it occasionally happens even now. He adds that no 'dummy' would dare to go up twice for two different men if a photograph existed of his primary personation.' My friend the executor declares he has good reason for saying (I conclude from some interview with the blackmailer) that it is a duty to state the facts, as he appears to believe that such incidents are not—even now—impossible."

At the annual dinner of the Incorporated Trade Protection Society of Liverpool, Mr. C. E. Nield, solicitor, in replying to the toast of "The Solicitor," discussed the question of trusteeship under deeds of assignment. At present no qualification was necessary for the position of trustee under a deed of assignment, no security was required for his honesty and good behaviour, and even in the event of any misappropriation of funds or other misconduct the procedure for punishing him was so doubtful and mysterious that creditors preferred to wipe the debt from their books as beyond recovery. Every strategy was used to obtain a trusteeship, but the common methods were touting, advertising, special letters plausibly suggesting accountants' assistance without fee or charge; but there was one method which must receive the condemnation of every creditor interested in any estate. As they were aware, all judgments exceeding £10 were registered, and appeared in the weekly *Gazette* notices. Some firms of so-called accountants make a point of searching that list and of writing an exceedingly clever letter to persons whose names appear in it. The letter would suggest that the debtor's difficulty might be only temporary, that the book-keeping might be defective, and that if the debtor would give them an opportunity of advising him they would be willing to attend at his premises free of charge and assist him with his books, and, if required, assist him also financially. Such a letter to a provincial grocer or other trader, probably at the time short of money, would be looked upon as a special act of Providence and taken advantage of with avidity. Such firms would examine the debtor's books, but instead of assisting him would at once

cause the debtor to execute a deed of assignment in their favour as trustees for creditors. Having deceived the debtor successfully, they adopt similar tactics with the creditors. A statement of affairs is prepared which shewed, say, 15s. in the £, and the creditors, believing it to be correct, became parties to the deed of assignment. It is only when they find a difficulty in getting any dividend that inquiries are made, with the result that the statement of affairs is discovered to be incorrect and exaggerated in every asset item. Again they might suggest "Action for damages for misrepresentation"; but the accountant's answer is complete: "The debtor supplied me with the figures." He had almost daily complaints from creditors that they could obtain neither information nor dividends from trustees under deeds of assignment; and it appeared to him that if the Institute of Chartered Accountants could not deal with this state of affairs some rules of procedure should be introduced whereby any creditor feeling himself aggrieved might apply for assistance to the judges of the county court within the district where the trustee carried on business. He would further suggest that every trustee should be a recognized official of the court, responsible to it for his conduct; that no person should be allowed to accept a trusteeship unless he held a county court certificate authorizing him to act in such capacity; and that before such certificate be granted he deposit or find security to the satisfaction of the court for £100.

COURT PAPERS. SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice BYRNE.
Monday, July	21 Mr. King	Mr. Gresswell	Mr. Farmer	Mr. Carrington
Tuesday	22 Farmer	Church	King	Beal
Wednesday	23 W. Leach	Gresswell	Farmer	Carrington
Thursday	24 Theod	Church	King	Beal
Friday	25 Church	Gresswell	Farmer	Carrington
Saturday	26 Gresswell	Church	King	Beal
Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, July	21 Mr. Theod	Mr. Jackson	Mr. Godfrey	Mr. B. Leach
Tuesday	22 W. Leach	Pemberton	R. Leach	Godfrey
Wednesday	23 Theod	Jackson	Godfrey	Pemberton
Thursday	24 W. Leach	Pemberton	R. Leach	Jackson
Friday	25 Theod	Jackson	Godfrey	Beal
Saturday	26 W. Leach	Pemberton	R. Leach	Carrington

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 22.—Messrs. DRENNAN, TEWSON, FARMER, & BRIDGEMAN, at the Mart, at 2: The only remaining portion of the Twyford Abbey Estate in the Parishes of Ealing, Twyford, Hanwell, and Wembley, having a bold frontage of about 1,800 ft. to the main road from Ealing and Sudbury. Solicitors, Messrs. Baverscroft, Woodward, & Co., London.—A Perpetual Fee Farm Rent of £30 per annum payable out of Bell's Wharf, Greenwich-street, Dogwate, E.C., comprising Wharf, Warehouses, and Buildings, the rack-rental value of which is about £480 per annum. 42 Goswell-road, E.C.: A Freehold Shop and Warehouse Premises; let at £125 per annum. 147 and 147A, Sloane-street: Shop and Hairdresser's Rooms, with basement; let on repairing lease at £110 per annum. 148 and 148A, Sloane-street: let on leases at £233 per annum. 149, Sloane-street: Private Hotel; let at £280 per annum. Solicitors, Messrs. Surman & Quekett, London.—Net Improved Ground-rents, amounting to £306 6s. per annum, secured upon private residences, shops, and dwelling-houses, several sets of stabling, an hotel, and a beerhouse, situate near Hyde Park and at Bishop's-road and Malda-vaie; held for terms having from 21 to 46 years unexpired at Midsummer, 1902. Solicitors, Messrs. Piley & Mitchell, and Messrs. Pennington & Son, London.—Survey: Manor House, Ditton Hill, between Surbiton and Esher, and within 1½ mile of Surbiton Station; held direct from the Right Hon. the Earl of Lovelace for an unexpired term of about 60 years; the adjoining meadow of about five acres is also rented from the Earl of Lovelace; possession of the whole on completion of the purchase. (See advertisement, July 5, p. 4.)

July 23.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2:—City of London: Freehold Ground-rents of £900, £200, £160, and £216 10s. per annum respectively with early and important reversions, exceptionally well secured, and arising from first-class properties in Great Tower-street, Barbican, Paternoster-row, and Great Tower-street. Solicitors, Messrs. Gargrave & Metcalfe, London.—Leasehold Investments in Residential and Business Premises, advantageously situated in established positions at the West-end. Held for terms of from 75 to 84 years unexpired, at moderate ground-rents, being on the Portland Estate; let on various tenancies at rents amounting to £302 per annum. Solicitors, Messrs. Dangerfield, Blythe, & Hodgson, and Messrs. Caprons, Hitchins, Brabant, & Hitchins, London.—First-class Investments on the Portland Estate, with Reversions to greatly increased rentals on the expiry of the underleases of the several premises and the prospect of renewal of the ground leases, as is customary with this estate. Oxford-street: Many well-known Business Houses. Solicitors, Messrs. Dangerfield, Blythe, & Hodgson, and Messrs. Caprons, Hitchins, Brabant, & Hitchins, London. (See advertisement, this week, p. 4.)

July 23.—Messrs. HUBBERT & FLINT, at the Mart, at 2:—Wilton Heath, Surrey: 18 Freehold sites for Residences; they vary from half an acre to an acre, and are suitable for houses of a medium class, either for residence or as summer retreats. Solicitors, Messrs. Maude & Tunnicliffe, London. (See advertisement, July 5, p. 3.)

July 23.—Mr. & Mrs. ARTHUR DELL, at the Mart, at 12.30:—North Finchley (within a few minutes' walk of Woodside Park Station, on the G.N.R.): Freehold Investments, comprising Freehold Ground-rents amounting to £54 5s., secured upon two houses and shops, and 14 dwelling-houses producing £463 per annum; Freehold House and Shop, let on repairing lease at £45 per annum; also Five Freehold Residences, all let, and producing £192 1s. per annum. Solicitors, Messrs. Edell & Gordon, London. (See advertisement, July 12, p. 4.)

July 24.—Messrs. STRIMON & SONS, at the Mart, at 2:—Crystal Palace: Freehold Ground-rents, with early reversions. Lot 1.—£40 per annum, with reversion in 24 years to rack-rents of £150 per annum. Lot 2.—£42 per annum, with reversion in 24 years to rack-rents of £150 per annum. Solicitors, Messrs. Russell & Russell, London.—Dalston: Leasehold Ground-rents of £27 10s. 11d., on 16 houses; term 40 years.—Hackney: Leasehold Ground-rent of £26 per annum.—Richmond: Leasehold Ground-rents of £50 per annum. (See advertisement, this week, p. 3.)

RESULTS OF SALES.

REVERSIONS, LIFE POLICIES, &c.

Messrs. H. R. FOSTER & GRANFIELD held their usual Fortnightly Sale (No. 719) at the Mart, E.C., on Thursday last, when the following interests were sold at the prices named, the total of the sale being £9,530:—

REVERSIONS:

Absolute to half of £20,000; life 56	...	Sold	6,500
Shares in Possession and Reversion of £6,000 and £9,900	...	"	640

LIFE POLICIES:

For £1,000; life 52	...	780
For £2,000; life 67	...	1,610

Messrs. C. C. & T. MOORE sold at the Mart, on Thursday, a Long Leasehold Residence, in Richmond-road, Hford, for £420; a Villa in Grosvenor-road, Hford, £285; two Freeholds in Earl-street, Stratford, £500; six cottages in Wanstead, £570; four houses in Tower Hamlets-road, Forest Gate, £290.

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 11.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ASPHALT MANUFACTURING Co., LIMITED—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to Mr John Alfred Quayby, Meeks bldg, Rowbottom sq, Wigan. Graham, Wigan, solicitor to liquidator.

BINNES, WHITE, & Co., LIMITED—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Alfred Gladstone Deacon, 14, Stafford chhrs, Brown st, Manchester. Hill, Manchester, solicitor to liquidator.

CURSON, ROBERT, & Co., LIMITED—Petition for winding up, presented July 8, directed to be heard July 22. Braby & Macdonald, Arundel st, Strand, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 21.

ENGLISH AND COLONIAL PRODUCE Co., LIMITED—Petition for winding up, presented July 6, directed to be heard July 22. Stammers, 27 and 29, Basinghall st, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 21.

MARSHALL AND CONSOLIDATED DEVELOPMENT Co., LIMITED—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to Edward Dexter, Selborne House, 11, Ironmonger lane. THEATRE ROYAL, OLDHAM, LIMITED—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to John Dronsfield, Osborne rd, Oldham. Knott, Oldham, solicitor to liquidator.

UNLIMITED IN CHANCERY.
STALHAM CORN EXCHANGE Co.—Petition for winding up, presented July 8, directed to be heard at the Shire-hall, Norwich, on July 23, at 11 o'clock. Goodchild, Norwich, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 22.

London Gazette.—TUESDAY, July 15.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CHREPTOW QUARRIES SYNDICATE, LIMITED—Creditors are required, on or before August 3, to send their names and addresses, and the particulars of their debts or claims, to Harold Sidney Blackborow, Westgate chambers, Newport Mon. Le Brasseur & Bowen, Newport, solicitors to the liquidator.

COOPER, COOPER, & JOHNSON, LIMITED—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to Ernest Innis Husey, 58, Coleman st.

ELECTRIC LAMP REGENERATING Co., LIMITED—Petition for winding up, presented July 12, directed to be heard July 19. Metcalfe & Sharpe, 40, Chancery ln, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 18.

FRENCH MANUFACTURING Co., LIMITED—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Colin Cooper, 33, Princess st, Manchester. Simpson & Simpson, Manchester, solicitors for the liquidator.

GEORGE COOPER & SON, LIMITED—Petition for winding up, presented July 11, directed to be heard July 29. Braby & Macdonald, 5, Arundel st, Strand, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 28.

HANNAN'S 100 ACRES CORPORATION, LIMITED—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to Frank Tingle, 110, Cannon st. Mayo & Co, Draper's gds, solicitors for the liquidator.

MICHEL, BANCALARI STEAMSHIP Co., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Percy W Straus, 7, Gt Winchester st.

NORDEN COACH Co., LIMITED, of NORDEN, NEAR ROCHEDALE—Creditors are required, on or before Aug 26, to send their names and addresses, and particulars of their debts or claims, to Joseph Hartley Rudman, Norden. Osborne, Rochdale solicitor to liquidator.

ST JAMES'S HALL Co., LIMITED, LICHFIELD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Herbert Larkin, St John st, Lichfield. Barnes & Son, Lichfield, solicitors to the liquidator.

SOUTH EASTERN METROPOLITAN TRAMWAYS Co., LIMITED—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Horne, Lennox House, Norfolk st, Strand.

SUBURBAN BILLPOSTING AND ADVERTISING Co., LIMITED—Creditors are required, on or before Aug 29, to send their names and addresses, and the particulars of their debts or claims, to Samuel Chompton, Greenbank House, Preston.

WATERBURY CROSS GOLD MINING Co., LIMITED—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Charles Philipps Tarka, 18, Finsbury circus. Mayo & Co, Draper's gardens, solicitors for liquidator.

COUNTY PALATINE OF LANCASTER.

SAINT ANDREWS STEAMSHIP Co., LIMITED—Petition for winding up, presented July 11, directed to be heard before the Court at Manchester July 23. Simpson & Co, Liverpool, solicitors to petitioner. Notice of appearing must reach the above-named not later than 5 o'clock in the afternoon of July 20.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 11.

ALDUM, WILLIAM, Yale, Glos Aug 15 Trenchard, Chipping Sodbury
BAKER, ALFRED WILLIAM, Marlborough, Glos Aug 15 Whetham, Biddport, Dorset
BAKER, ROBERT, Ordail, Notts Aug 25 Jones & Wells, East Retford, Notts
BALL, FRANCES REBECCA MARY, Obit rd, Bow Aug 18 Tyler, Gracechurch st
BARROW, JOHN, South Hackney, Clerk Aug 22 Sawbridge & Son, Al-armsbury
BENNETT, ELIZABETH SARAH FOOT, Dorchester July 21 Look & Co, Dorchester
BENSHEN, REV GEORGE, and ANNE BENSHEN, Wrexham Aug 16 Allington & Co, Wrexham
BOWEN, THOMAS, Morriston, Glam July 21 Morgan, Swansea
BROWN, GEORGE, Ousby, Cumberland, Farmer Aug 11 Arulson & Co, Penrith

BUCKLEY, HANNAH, Spaxton, Derby Aug 8 Haddfield & Co, Manchester
 BROWN, HARRIET, Burtonbrook, Birmingham Sept 1 Babbett, Birmingham
 BUCKLEY, JOHN WOOLLEY, Manchester, Auctioneer July 31 Broadsmith & Stead, Manchester
 BUCKLEY, PATIENCE, Bramhall, St Stockport Aug 2 Richards & Hurst, Manchester
 CLARKE, EMILY, Walsford, Essex Aug 18 Tyler, Gracechurch st
 CLARKE, JANE, HATFIELD, Newport, 1 of W Aug 19 Clarke, Bucklebury
 COPPARD, ELIZABETH, Dover Aug 25 Lewis & Pals, Dover
 CROFTON, SOPHIE, Burley in Wharfedale, Yorks Aug 25 Gardiner & Jeffery, Bradford
 CUREY, JANE, Kingston on Thames Aug 16 Fox, Kingston on Thames
 DAVIS, CHARLES THEOPHILUS CHAPMAN, Glossop Derby Aug 15 Farrington, Manchester
 DOWDEN, EMMA, Wendover, Bucks Aug 28 Robinson & Co, Coleman st
 DUCK, ELIZABETH AMELIA, Ringwood, Southampton Sept 3 Abbot & Co, Bristol
 DUNCAN, JAMES, Kew Gardens Aug 9 Gibson & Co, Portugal st bldg, Lincoln's inn
 DYSON, JOSEPH LOVEDAY, Clancricke gdns, Bayswater Sept 10 Hosack & Simmonds, Nicholas ln
 EATON, LUCIA, Chichester Aug 16 Holmes & Co, Chichester
 EWEN, REY EDWARD, King's Lynn Aug 9 Ewen, Queen's gate, Kensington
 GOODSON, THOMAS, Mitcham Aug 30 Hamaley & Co, Albany court, Piccadilly
 GRADON, MARY, Berwick upon Tweed Aug 5 Sanderson & Weatherhead, Berwick upon Tweed
 HAWKINS, MARY ANN, Gainsborough Aug 1 Hayes & Son, Gainsborough
 HEDDING, GEORGE, Sawston, Cambridge, Paper Manufacturer Aug 11 Holben, Cambridge
 HOWARD, EDWARD, Wigan Aug 30 Barlow, Wigan
 JOHNSON, JANE, Chorlton on Medlock, Manchester July 26 Lancashire & Humphreys, Manchester
 LATCHFORD, FANNY, Macclesfield Aug 12 Sheldon & Co, Macclesfield
 LEWIS, GEORGE, Bathaston, nr Bath Sept 1 Wansbrough & Co, Bristol
 LINDOP, JANE, Barthomley, Chester Aug 23 Bygott & Sons, Sandbach, Cheshire
 MASON, MARTHA, Locomotive Oct 1 Llanwarne, Hereford
 MATTHEWS, JEMIMA, Winchester Aug 16 Bootney & Shentons, Winchester

MELLING, JESSIE, Southport Aug 12 J & W Balshaw, Bolton
 MOATE, SEPTIMUS RICHARD, Kings Langley, Herts Aug 5 Walker, Lincoln's inn fields
 NESS, WILLIAM, Kingston upon Hull Sept 1 Meek, Kingston upon Hull
 O'CONNELL, REV THOMAS, Golborne, Lancs Aug 5 Unsworth, Warrington
 ORGAN, HARRIET, Bath Aug 14 Stone & Co, Bath
 ORRIS, JOSEPH, Leyton, Essex, Bookbinder Aug 1 Rawlinson, New Broad st
 POTTER, WILLIAM, Stretoford, nr Manchester, General Carrier Aug 22 Hilditch, Manchester
 POWER, SAMUEL EDGAR, Brighton, Dentist Aug 1 Goodman, Brighton
 ROBERTSON, MARY ELIZABETH, Northwich Aug 1 A & J E Fletcher, Northwich
 ROSAM, AUGUSTE HENRIETTA PHILIPPINE FRANCISCA, Vienna Aug 12 Gribble & Co, Bedford row
 ROSEWATER, ROSEYEAR, Gwynear, Cornwall, Yeoman Aug 11 Daniel & Thomas, Camborne
 SIMPSON, WILLIAM, Brockley Aug 10 Fraser, Dean st, Echo sq
 SMITH, JOHN POLLARD, East Dulwich, Builder Aug 11 Anthony, Lincoln's inn fields
 SMITH, THOMAS, Whaley Bridge, Chester Aug 8 May & Son, Macclesfield
 SPENCER, REV JOHN SCOTT ELLIS, Wilshaw Meltham, Yorks Aug 25 Fisher, Huddersfield
 STILL, FANNY PALMER, Ilminster, Somerset July 23 Walter, Ilminster
 STRAY, MARIA, Hove Aug 21 Dixon & Hunt, Gray's inn sq
 WADSWORTH, THOMAS, Huddersfield within Macclesfield, Silk Weaver Aug 12 Sheldon & Co, Macclesfield
 WARWICK, WILLIAM, Hutton in the Forest, Cumberland, Yeoman Aug 7 Arnison & Co, Macclesfield
 WELLS, BETSEY, Kingston on Thames Aug 5 Marsh & Co, Kingston on Thames
 WILLS, ALBAN WILLIAM, Leicester, Hosiery Manufacturer Sept 12 Bennett & Ironside, Leicester
 WOODROOFE, GEORGE THOMAS, New sq, Lincoln's inn Sept 8 Burgess & Co, New sq, Lincoln's inn
 WOODROOFE, HARRIET ELIZABETH, Weybridge Sept 8 Burgess & Co, New sq, Lincoln's inn

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 11.

RECEIVING ORDERS.

AGNEW, ALEXANDER, Belper, Derby, Coal Merchant Derby Pet July 7 Ord July 7
 BATTIE, THOMAS, Walsall, Carpenter Walsall Pet July 4 Ord July 4
 BUDD, CHARLES, St Mary Church, Devon, Traveller Exeter Pet July 7 Ord July 7
 BURCHILL, SAMUEL, Kingswood, Glos, Boot Dealer Bristol Pet July 8 Ord July 8
 CARYSHILL, DAVID, Sunderland, Joiner Sunderland Pet July 8 Ord July 8
 CHIVERS, THOMAS JOHN, Southville, Bristol, Builder's Foreman Bristol Pet July 7 Ord July 7
 CLARGO, CHARLES HENRY, Cardiff, Butcher Cardiff Pet July 9 Ord July 9
 CLAYTON, GEORGE, Scarborough, Stationer Scarborough Pet July 8 Ord July 8
 COSON, JOHN RICHARD, West Malling, Kent, Corn Merchant Maidstone Pet June 25 Ord July 9
 CRICKETT, CHARLES, Margate, Restaurant Proprietor Canterbury Pet June 21 Ord July 5
 CRUTTENDEN, FREDERICK JOHN, Brighton, Saddler Brighton Pet July 8 Ord July 8
 DALE, GEORGE BIRSLUP, Cheltenham, Timber Merchant Cheltenham Pet July 8 Ord July 8
 DAVEY, ARTHUR, Bedford, Farmer Bedford Pet June 9 Ord July 8
 DE FALBE, CARL VIOANT, Penryn rd, Earl's Court High Court Pet June 17 Ord July 8
 EDMONDS, BENJAMIN, Harwich, Stationer Colchester Pet July 9 Ord July 9
 FEASEY, WILLIAM JOSEPH, Leamington, Spa, Car Proprietor Warwick Pet July 8 Ord July 8
 FLOYD, CATHERINE, Rhonda Valley, Boot Dealer Pontypridd Pet July 7 Ord July 7
 FOSTER, JOHN, and THOMAS FOSTER, Willenhall, Staffs, Lock Manufacturers Wolverhampton Pet July 9 Ord July 9
 GIBBS, HAROLD EDWIN, Nottingham, Professor of Music Nottingham Pet June 10 Ord July 5
 HEALY, WILLIAM, Leicester, Grocer Leicester Pet July 7 Ord July 7
 HOVLAND, GEORGE, and THOMAS MAY STROOKES, Gt Grimsby, Wood Turners Gt Grimsby Pet July 8 Ord July 8
 JEAYONS, DAVID, Brownhills, Staffs, Grocer Walsall Pet July 4 Ord July 4
 JONES, SAMUEL, Derby, Fish Dealer Derby Pet July 9 Ord July 9
 KNIGHT, MARK, Walsall, Beerhouse Keeper Walsall Pet July 4 Ord July 4
 LINDLEY, RICHARD, All Saints, Lincs, Grocer Boston Pet July 9 Ord July 9
 MARLOW, HENRY CHARLES, Walsall, Collar Maker Pet July 7 Ord July 7
 MILWARD, ROBERT HARDING, and JOHN HENRY MILWARD, Birmingham, Solicitors Birmingham Pet July 8 Ord July 8
 MORGAN, DAVID, Carnarvon, Fruitcrs's Assistant Bangor Pet July 9 Ord July 9
 NEWBICK, ABRAHAM ROWE, Liverpool, Clothier Liverpool Pet July 9 Ord July 9
 OGBURN, EDWARD SIDNEY, Frome, Hotel Proprietor Frome Pet July 9 Ord July 9
 OXBOTH, ARTHUR, Kingston upon Hull, Grocer Kingston upon Hull Pet July 7 Ord July 7
 RICH, FREDERICK JOHN, Southville, Bristol, Grocer's Assistant Bristol Pet July 2 Ord July 2
 ROBIN, NICHOLAS, Wadebridge, Cornwall, Granite Mason Truro Pet July 7 Ord July 7
 RYDE, HENRY, BARTON in FURNES, Bricklayer Barton in Furnes Pet July 8 Ord July 8
 SELLAR, ELIZABETH, Moss Side, nr Manchester Manchester Pet July 9 Ord July 9
 SLINGSBY, ALFRED, Gt Grimsby, Draper Gt Grimsby Pet July 7 Ord July 7
 STANBELL, WILLIAM EDWIN JOSEPH, Brighton Brighton Pet July 7 Ord July 7
 TAYLOR, ALBERT STUART, Cheltenham, Draper Cheltenham Pet July 5 Ord July 5
 TRISTRAM, ISAAC JAMES ARTHUR, Sydenham, Tailor Greenwich Pet July 2 Ord July 8
 WHITLEY, HERBERT WALLACE, Bradford, Wool Merchant Bradford Pet June 18 Ord June 7
 WILSON, HUGH ARTHUR VENTNOR, Mark ln, Merchant High Court Pet June 23 Ord July 8
 WOOD, JAMES, Denstone, nr Uttoxeter, Staffs, Carpen Stoke upon Trent Pet July 8 Ord July 8
 Amended notice substituted for that published in the London Gazette of July 1:

SHELDON, GEORGE, Jun, Oldbury, Worcester West Bromwich Pet July 4 Ord July 4
 SLINGSBY, ALFRED, Gt Grimsby, Draper Gt Grimsby Pet July 7 Ord July 7
 TAYLOR, ALBERT STUART, Cheltenham, Draper Cheltenham Pet July 5 Ord July 5
 VOCOTOPoulos, JOHN CONSTANTINE, Athens, Greece, Shipping Merchant Manchester Pet June 22 Ord July 7
 WILLIAMS, DAVID EDWARD, Mountain Ash, Draper Aberdare Pet July 4 Ord July 9
 WILLIAMS & Co, Lower Clapton rd, Confectioners High Court Pet June 30 Ord July 7
 WOOD, JAMES, Denstone, nr Uttoxeter, Carpenter Stoke upon Trent Pet July 8 Ord July 8
 Amended notice substituted for that published in the London Gazette of July 1:

FIRST MEETINGS.

BUDD, CHARLES, St Mary Church, Devon, Traveller July 31 at 10.30 Off Rec, 13, Bedford circus, Exeter
 COTTRELL, AMY, Bliton, Staffs, Licensed Victualler July 22 at 11 Off Rec, Wolverhampton
 DE FALBE, CARL VIOANT, Penryn rd, Earl's Court July 22 at 11 Bankruptcy bldg, Carey st
 FLECHTER, ELLIS, Southsea, Mineral Water Manufacturer July 18 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 GROVE, WILLIAM, Bishopstone, Glam July 25 at 12 Off Rec, 31, Alexandra rd, Swansea
 HALSB, HENRY SKINNER, Penarth, Glam, Grocer July 18 at 11 Off Rec, Westgate chambers, Newport, Mon
 HEALY, WILLIAM, Leicester, Grocer July 18 at 12.30 Off Rec, 1, Gt George st, Leicester
 HIRD, WILLIAM NIMMINGTON, Carlisle, nr Skipton, Painter July 18 at 11 Off Rec, 31, Manor st, Bradford
 HUBBARD, HENRY, Gt Grimsby July 18 at 11 Off Rec, 15, Osgoods st, Gt Grimsby
 JACKSON, B, Eglon av, Maidla Vale July 22 at 12 Bankruptcy bldg, Carey st
 LEWIS, EVAN, Maesowimmer, Licensed Victualler July 18 at 11.30 Off Rec, Westgate chambers, Newport, Mon
 McCULLOCH, COLIN JOHN, Gt Winchester st July 21 at 2.30 Bankruptcy bldg, Carey st
 MALCOLM, ALEXANDER, Tunbridge Wells, Cabinet Maker July 1 at 2.30 M C J Paris, 63, High st, Tunbridge Wells
 MEERDS, ARTHUR HUGH, Boston, Cycle Maker July 24 at 12.15 Off Rec, 4, and 6, West st, Boston
 PECK, WILLIAM, Northampton, Boot Dealer July 19 at 11.30 Off Rec, Bridge st, Northampton
 RIDGWAY, HENRY JOHN, Northampton, Carrier July 21 at 3 Off Rec, Bridge st, Northampton
 ROBINS, NICHOLAS, Wadebridge, Cornwall, Granite Mason July 23 at 12 Off Rec, Bowcawen st, Truro
 SAYWELL, HENRY CHARLES, Cardiff, Baker July 21 at 11.17, St Mary's st, Cardiff
 SKEALE, GEORGE, Walton on Thames, Baker July 18 at 11.30 24, Railway app, London Bridge
 SHELTON, WILLIAM FRANK, Boreford, Lincs, Farmer July 18 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby
 SHERRINGTON, WALTER SIDNEY, Gt Portland, at Licensed Victualler July 21 at 11 Bankruptcy bldg, Carey st
 SIMMONS, PEROT, King John st, Mile End, Cab Proprietor July 18 at 11 Bankruptcy bldg, Carey st
 TRICK, THOMAS WILLIAM, Swansea, Licensed Victualler July 25 at 12.30 Off Rec, 31, Alexandra rd, Swansea
 TURNER, WILLIAM CHARLES, Swansea, Saw Mill Proprietor July 23 at 2.15 Off Rec, 31, Alexandra rd, Swansea
 VENTNOR, ARTHUR, Bradford rd, Chiswick, Merchant July 18 at 12 Bankruptcy bldg, Carey st
 VOCOTOPoulos, JOHN CONSTANTINE, Athens, Greece, Shipping Merchant July 18 at 3 Off Rec, Byrom st, Manchester
 WHITEHEAD, HARRY, Rochester, Licensed Victualler July 21 at 11.30 116, High st, Rochester
 WILLIAMS & Co, Lower Clapton rd, Confectioners July 21 at 12 Bankruptcy bldg, Carey st
 WILLIAMS, JAMES, Liverpool, Provision Merchant July 21 at 12 Off Rec, 25, Victoria st, Liverpool

ADJUDICATIONS.

AGNEW, ALEXANDER, Belper, Derby, Coal Merchant Derby Pet June 7 Ord July 7
 BATTIE, THOMAS, Walsall, Stafford, Carpenter Walsall Pet July 4 Ord July 4
 BUDD, CHARLES, St Mary Church, Devon, Traveller Exeter Pet July 7 Ord July 7
 CARYSHILL, DAVID, Sunderland, Joiner Sunderland Pet July 8 Ord July 8
 CASWELL, HERBERT, Middlesbrough, Grocer Middlesbrough Pet June 25 Ord July 9
 CHIVERS, THOMAS JOHN, Southville, Bristol, Builder's Foreman Bristol Pet July 7 Ord July 7
 CLARGO, CHARLES HENRY, Cardiff, Butcher Cardiff Pet July 9 Ord July 9
 CLAYTON, GEORGE, Scarborough, Stationer Scarborough Pet July 8 Ord July 8
 CRUTTENDEN, FREDERICK JOHN, Brighton, Saddler Brighton Pet July 8 Ord July 8
 DALE, GEORGE BIRSLUP, Cheltenham, Timber Merchant Cheltenham Pet July 8 Ord July 8
 EVANS, GEORGE, Birmingham, Tobacconist Birmingham Pet June 30 Ord July 8
 FEASEY, WILLIAM JOSEPH, Leamington Spa, Warwick, Car Proprietor Warwick Pet July 8 Ord July 8
 FOSTER, JOHN, and THOMAS FOSTER, Willenhall, Staffs, Lock Manufacturers Wolverhampton Pet July 9 Ord July 9
 GRIFFIN, JOHN, Southport, Florist Liverpool Pet May 2 Ord July 7
 HEALY, WILLIAM, Leicester, Grocer Leicester Pet July 7 Ord July 7
 HOVLAND, GEORGE, and THOMAS MAY STROOKES, Gt Grimsby, Wood Turners Gt Grimsby Pet July 8 Ord July 8
 JEAYONS, DAVID, Brownhills, Staffs, Grocer Walsall Pet July 4 Ord July 4
 JONES, SAMUEL, Derby, Fish Dealer Derby Pet July 9 Ord July 9
 LINDLEY, RICHARD, All Saints, Lincs, Grocer Boston Pet July 9 Ord July 9
 MARLOW, HENRY CHARLES, Walsall, Collar Maker Walsall Pet July 7 Ord July 7
 MILWARD, ROBERT HARDING, and JOHN HENRY MILWARD, Birmingham, Solicitors Birmingham Pet July 8 Ord July 8
 MORGAN, DAVID, Carnarvon, Fruitcrs's Assistant Bangor Pet July 9 Ord July 9
 NEWBICK, ABRAHAM ROWE, Liverpool, Clothier Liverpool Pet July 9 Ord July 9
 NILE, J M, Plymouth, Painter Plymouth Pet May 11 Ord July 8
 OGBURN, EDWARD SIDNEY, Frome, Hotel Proprietor Frome Pet July 9 Ord July 9
 OXBOTH, ARTHUR, Kingston upon Hull, Grocer Kingston upon Hull Pet July 7 Ord July 7
 RICH, FREDERICK JOHN, Southville, Bristol, Grocer's Assistant Bristol Pet July 2 Ord July 2
 ROBIN, NICHOLAS, Wadebridge, Cornwall, Granite Mason Truro Pet July 7 Ord July 7
 RYDE, HENRY, BARTON in FURNES, Bricklayer Barton in Furnes Pet July 8 Ord July 8
 SELLAR, ELIZABETH, Moss Side, nr Manchester Manchester Pet July 9 Ord July 9
 SLINGSBY, ALFRED, Gt Grimsby, Draper Gt Grimsby Pet July 7 Ord July 7
 STANBELL, WILLIAM EDWIN JOSEPH, Brighton Brighton Pet July 7 Ord July 7
 TAYLOR, ALBERT STUART, Cheltenham, Draper Cheltenham Pet July 5 Ord July 5
 TRISTRAM, ISAAC JAMES ARTHUR, Sydenham, Tailor Greenwich Pet July 2 Ord July 8
 WHITLEY, HERBERT WALLACE, Bradford, Wool Merchant Bradford Pet June 18 Ord June 7
 WILSON, HUGH ARTHUR VENTNOR, Mark ln, Merchant High Court Pet June 23 Ord July 8
 WOOD, JAMES, Denstone, nr Uttoxeter, Staffs, Carpen Stoke upon Trent Pet July 8 Ord July 8
 Amended notice substituted for that published in the London Gazette of July 1:

HEALY, WILLIAM, Leicester, Grocer Leicester Pet July 7 Ord July 7

London Gazette.—TUESDAY, July 15.

RECEIVING ORDERS.

BRADY, FRANK, Bath, Haulier Bath Pet July 12 Ord July 19
 BENDRY, JACOB GEORGE, Stockbridge, Southampton, Haynes Maker Southampton Pet July 12 Ord July 12
 BENNETT, STEPHEN, Winford, Somerset, Farmer Bristol Pet July 11 Ord July 11
 BICKLE & SONS, Lydford, Devon, Builders Plymouth Pet July 1 Ord July 10
 BREWER, THOMAS HENRY, Preston, Builder Preston Pet July 12 Ord July 12
 BUSTON, WILLIAM, Grimston, Norfolk, Coal Agent King's Lynn Pet July 1 Ord July 10
 CAVE, FREDERICK, South Hampstead, Silk Agent High Court Pet July 11 Ord July 11
 CLAXTON, REGINALD HARRY, Stoke, Ipswich Ipswich Pet July 11 Ord July 11
 COWLES, FREDERICK, Baywater Mount, Leeds, Sewing Machine Canvasser Leeds Pet July 10 Ord July 10
 DICKSON, RAYNES WAITE, Queen Victoria st, Solicitor High Court Pet June 25 Ord July 11
 FELLOWS, FREDERICK, Rdbourne, Herts, Dealer St Albans Pet July 11 Ord July 11
 FREW, ALEXANDER, McCORMAN, Cambridge, Draper Cambridge Pet June 20 Ord July 11
 GROOM, WILLIAM FRANCIS, Walsall, Saddle Tree Maker Walsall Pet July 11 Ord July 11

HARDING, HENRY, Walsall, Plumber Walsall Pet July 10 Ord July 10
 HARGREAVES, ROBERT, Preston, Butcher Preston Pet July 12 Ord July 12
 HOLBROW, WILLIAM, Bristol, Surveyor Bristol Pet July 10 Ord July 10
 LACY, FRANCIS DYSON, Gracechurch st, Cigar Merchant High Court Pet July 10 Ord July 10
 LLOYD, SAMUEL, Twynedyn, Merthyr Tydfil, Labourer Merthyr Tydfil Pet July 9 Ord July 9
 MACNAGHTEN, ALFRED HILL, Harrogate, Merchant High Court Pet May 14 Ord July 12
 MOYNEY, JAMES DIMOND, Blackheath, Kent Greenwich Pet July 11 Ord July 11
 PARKINSON, WILLIAM HENRY, Bradford, Photographer Bradford Pet July 11 Ord July 11
 PEARSE, PHILIP BLIGHT, Kingsbridge, Devon, Licensed Victualler Plymouth Pet July 10 Ord July 10
 PERRY, FREDERICK JAMES, Brierley Hill, Staffs, Furniture Dealer Stourbridge Ord July 9
 ROBERTS, HENRY, Llandudno, Draper Bangor Pet July 1 Ord July 11
 ROULSTONE, RICHARD, Nottingham, Painter Nottingham Pet July 10 Ord July 10
 SAUNDERS, FRANCIS, Adelphi ter, Strand High Court Pet June 2 Ord July 10
 SPEARCE, JAMES FREDERICK, Crediton, Boot Manufacturer Exeter Pet July 10 Ord July 12
 THOMAS, GILBERT WILLIAM EDWARD, Northwich, Picture Dealer Crewe Pet July 9 Ord July 9

THOMPSON, MARCELLUS, Grange over Sands, Lancs, Contractor Barrow in Furness Pet July 11 Ord July 11
 UBER, C. G. Lower James st, Golden sq High Court Pet June 6 Ord July 10
 WARD, EBERNEZER WILLIAM, Ldcester, Boot Manufacturer Ldcester Pet July 10 Ord July 10
 WARDOP, REUBEN, Crookes, Sheffield Sheffield Pet July 12 Ord July 12
 WHOLTON, SYLVESTER, Ldcester, Shoe Clicker Ldcester Pet July 12 Ord July 12
 WIGHTMAN, JAMES, Wind Mill, nr Skilloth, Cumberland, Commission Agent Carlisle Pet July 12 Ord July 12
 WILLIAMS, ERIC CHARLES, Berhill on Sea, School Proprietor Hastings Pet July 11 Ord July 11
 WILLIAMSON, JOHN, Ashford, Kent, General Warehouseman Canterbury Pet July 11 Ord July 11
 WILLOUGHBY, D. C. Long acre, Motor Car Dealer High Court Pet April 2 Ord July 10

Amended notices substituted for that published in the London Gazette of June 13:

FITT, JAMES HILLMAN, Sutton, Surrey, Builder Croydon Pet April 19 Ord June 6

FIRST MEETINGS.

BANFIELD, GEORGE HENRY, St Mary, Somerset, Farmer July 22 at 1 The Castle Hotel, Taunton
 BOLAM, JOHN WELTON, Old Pelton, Durham, Builder July 22 at 1.45 The Esplanade Hotel, Durham



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WANTED, Copies of the "Solicitor's Journal," No. 30, Vol. 45, dated May 25, 1901; 6d. per copy will be paid for same at the Office, 27, Chancery-lane, W.C.

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ZOOLOGICAL SOCIETY'S GARDENS, Regent's Park, are OPEN DAILY (except Sundays), from 9 a.m. until sunset. Admission is Mondays, 6d. Children always 6d. Among the recent additions is a Rocky Mountain Goat in full winter dress.

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Annual and other Returns Stamped and Filed.

NOW READY, SECOND EDITION. PRICE 5s. A Practical Handbook to the Companies Acts. By FRANCIS J. GREEN, of the Inner Temple, Barrister-at-Law. LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.—No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of fifty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. Forms, Gratis, for Statutory Notices to Creditors and Dissolutions of Partnership, with necessary Declaration. Official stamps for advertisements and file of "London Gazette" kept. By appointment.

GENERAL REVERSIONARY AND INVESTMENT COMPANY, LIMITED.

No. 26 FALM LANE, LONDON, S.W.

(REMOVED FROM 5 WHITEHALL.)

Established 1886, and further empowered by Special Act of Parliament, 14 & 15 Vict. c. 130.

Share and Debenture Capital ... £219,870.

Reversions Purchased on favourable terms. Loans on Reversions made either at annual interest or for deferred charges. Policies Purchased.

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INTEREST SOCIETY, Limited.

10, LANCASTER PLACE, STRAND, W.C.

ESTABLISHED 1835. CAPITAL, £200,000.

Reversions and Life Interests in Landed or Funded Property or other Securities and Annuities PURCHASED or LOANS granted thereon.

Interest on Loans may be Capitalised.

C. H. CLAYTON, Joint

F. H. CLAYTON, Secretaries.

THE REVERSIONARY INTEREST SOCIETY, LIMITED

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Purchase Reversionary Interests in Real and Personal Property, and Life Interests and Life Policies, and Advance Money upon these Securities.

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19th CENTURY BUILDING SOCIETY,

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CHAIRMAN:

SIR HENRY WALDEMAR LAWRENCE, BART., 2, Mitre-court-buildings, Temple, E.C.

Prompt and Liberal Advances to Purchase, Build, or Improve Freehold, Leasehold, or Copyhold Property.

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Preference Shares £10 each; Interest 4 1/2 per Cent.

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NORWICH STREET, FETTER LANE, LONDON, E.C.

BRYAN, FRANCIS HENRY, Derby, Labourer July 22 at 11 Off Rec 47, Full st, Derby
BURCHILL, SAMUEL, Kingswood, Glam, Boot Dealer July 23 at 11 30 Off Rec 26, Baldwin st, Bristol
CASWELL, HENRY, Middlebrough, Grocer July 25 at 12 30 Off Rec 8, Albert rd, Middlebrough
CAYE, FREDERICK, South Hampstead Silk Agent July 24 at 12 Bankruptcy bldgs Carey st
CHARLES, LOUIS, Barrow in Furness, Money Lender July 25 at 11 30 Off Rec 16, Cornwallis st, Barrow in Furness
CHIVERS, THOMAS JOHN, Southville, Bristol, Builder's Foreman July 23 at 11 Off Rec 26, Baldwin st, Bristol
COSSON, JOHN RICHARD, West Malling, Kent, Corn Merchant July 20 at 11 Off Rec 9, King st, Maidstone
CRICKETT, CHARLES, Margate, Restaurant Proprietor July 24 at 9 30 Off Rec 93, Castle st, Canterbury
DATLES, WILLIAM EDWARD, Dover, Billman July 24 at 9 68, Castle st, Canterbury
DAW, CHARLES FRANCIS, Moseley, Commission Agent July 23 at 11 174, Corporation st, Birmingham
DAWES, JAMES ARTHUR, Barrow in Furness, Composer July 25 at 10 30 Off Rec 18, Cornwallis st, Barrow in Furness
DICKSON, RAYNES WAITE, Queen Victoria st, Solicitor July 25 at 11 Bankruptcy bldgs, Carey st
EMERICH, ELIAS, Southport, General Merchant July 23 at 8 Off Rec, Byron st, Manchester
EVANS, GEORGE, Birmingham, Tobacconist July 24 at 12 174, Corporation st, Birmingham
HOBBS, WILLIAM RICHARD, Surbiton, Builder July 24 at 11 30 24, Railway app, London Bridge
HOLBROW, WILLIAM, Bristol, Surveyor July 23 at 12 30 Off Rec 26, Baldwin st, Bristol
HUNT, WILLIAM, Greenstreet, Kent, Grocer July 24 at 12 Off Rec 68, Castle st, Canterbury
LAMONT, DAVID, Cardiff, Laundry Proprietor July 22 at 11 117, St Mary st, Cardiff
LINDLEY, RICHARD, All Saints, Lincs, Grocer July 24 at 12 30 Off Rec 4 and 6, West st, Boston
LOYE, ROBERT L, Redhill, Solicitor July 24 at 12 30 24, Railway app, London Bridge
OGURN, EDWARD SIDNEY, Frome, Hotel Proprietor July 24 at 12 Bull Hotel, Market pl, Frome
OXFORD, ARTHUR, Kingston upon Hull, Grocer July 22 at 11 Off Rec, Trinity House in, Hull
PARKES, WILLIAM, Blackheath, Staffs, Grocer July 23 at 11 Off Rec 199, Wolverhampton st, Dudley
PESLEBURY, JOHN HENRY, Bewick, Manchester, Draper July 23 at 9 30 Off Rec, Byron st, Manchester
POLLOCK, ALEXANDER, Middlebrough, Electrical Engineer July 25 at 12 30 Off Rec 8, Albert rd, Middlebrough
POWER, WILLIAM J, Nuneston, Wine Dealer July 23 at 11 30 Off Rec 17, Hertford st, Coventry

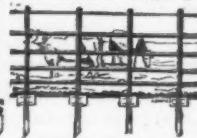
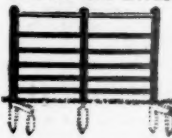
RICH, FREDERICK JOHN, Southville, Bristol, Grocer's Assistant July 23 at 11 15 Off Rec 28, Baldwin st, Bristol
RYDS, HENRY, Barrow in Furness, Bricklayer July 25 at 11 Off Rec 16, Cornwallis st, Barrow in Furness
SELLAR, ELIZABETH, Moss side, Manchester July 23 at 2 30 Off Rec, Byron st, Manchester
SHORT, GEORGE, Alendale Town, Northumberland, Fruitster July 23 at 11 30 Off Rec 30, Mosley st, Newcastle on Tyne
STUDD, ARTHUR DANIEL, Kettering, Engineer July 22 at 12 30 Off Rec, Bridge st, Northampton
TEASBY, WILLIAM JOSEPH, Lamington Spa, Car Proprietor July 23 at 12 30 Off Rec 17, Hertford st, Coventry
TOWLE, WILLIAM HARRISON, New Cross, Schoolmaster July 23 at 12 30 24, Railway app, London Bridge
THURTELL, ISAAC JAMES ARTHUR, Sydenham, Tailor July 23 at 11 30 24, Railway app, London Bridge
WALMSLEY, GEORGE, Kingston upon Hull, Builder July 23 at 11 30 Off Rec, Trinity House in, Hull
WARD, EBENEZER WILLIAM, Leicester, Boot Manufacturer July 23 at 12 30 Off Rec 1, Berridge st, Leicester
WOOLIN, SARAH, and **PETER WOOLIN**, Lindale Hill, Wakefield, Colliery Proprietors July 23 at 11 Off Rec 6, Bond ter, Wakefield
YARNOLD, ALFRED, Aston, Builder July 24 at 11 174, Corporation st, Birmingham

ADJUDICATIONS.

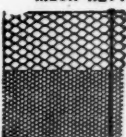
BEAZER, FRANK, Bath, Haulier Bath Pet July 12 Ord July 12
BRENDY, JACOB GEORGE, Stockbridge, Southampton, Harness Maker Southampton Pet July 12 Ord July 12
BREWET, STEPHEN, Winford, Somerset, Farmer Bristol Pet July 11 Ord July 11
BREWSTER, THOMAS HENRY, Preston, Builder Preston Pet July 12 Ord July 12
CLAXTON, REGINALD HARRY, Stoke, Ipswich Ipswich Pet July 11 Ord July 11
COSSON, JOHN RICHARD, West Malling, Kent, Corn Merchant Maidstone Pet June 25 Ord July 10
COWLING, FREDERICK, Leeds, Sewing Machine Canvasser Leeds Pet July 10 Ord July 10
COX, BENJAMIN SIMON, and **JOSEPH COX**, Dudley Port, Tipton, Builders Dudley Pet May 28 Ord July 11
DAVEY, ARTHUR, Bedford, Farmer Bedford Pet June 9 Ord July 12
FLETCHER, EILEEN, Southsea, Mineral Water Manufacturer Portsmouth Pet July 9 Ord July 11
FLOYD, CATHERINE, Rhonda Valley, Glam, Boot Dealer Pontypridd Pet July 7 Ord July 11
GROOM, WILLIAM FRANCIS, Walsall, Saddle Tree Maker Walsall Pet July 11 Ord July 11
HARDING, HENRY, Walsall, Plumber Walsall Pet July 10 Ord July 10
HARGREAVES, ROBERT, Preston, Butcher Preston Pet July 12 Ord July 12
HOGGETT, FRANCIS WILLIAM, Walthamstow, Butcher High Court Pet June 4 Ord July 10
HOLBROW, WILLIAM, Bristol, Surveyor Bristol Pet July 10 Ord July 11
LAMBERT, CHARLES E K, Brighton, Livery Stable Keeper Brighton Ord July 10
LAMONT, DAVID, Cardiff, Laundry Proprietor Cardiff Pet June 10 Ord July 9
LOYD, SAMUEL, Merthyr Tydfil, Luburer Merthyr Tydfil Pet July 9 Ord July 9
MALCOLM, ALEXANDER, Tunbridge Wells, Cabinet Maker Tunbridge Wells Pet June 25 Ord July 11
MORRIS, WILLIAM, Giffachwen, Brechfa, Carmarthen, Farmer High Court Pet May 23 Ord July 8
PARKINSON, WILLIAM HENRY, Bradford, Photographer Bradford Pet July 11 Ord July 11
PEARSE, PHILIP BRIGHT, Kingsbridge, Devon, Licensed Victualler Plymouth Pet July 10 Ord July 10
PECK, WILLIAM, Northampton, Boot Dealer Northampton Pet May 29 Ord July 10
POWER, WILLIAM J, Nuneston, Wine Dealer Coventry Pet July 9 Ord July 10
BOULSTON, RICHARD, Nottingham, Painter Nottingham Pet July 10 Ord July 10
SHEERVINGTON, WALTER SIDNEY, Gt Portland st, Licensed Victualler High Court Pet June 4 Ord July 10
SIMMONS, PERCY, King John st, Mile End, Cab Proprietor High Court Pet June 18 Ord July 10
SIMMONS, WILLIAM COLLARD, Sandwich, Kent, Builder Canterbury Pet June 10 Ord July 9
SPRAGUE, JAMES FREDERICK, Creighton, Boot Manufacturer Exeter Pet July 10 Ord July 12
TUDOR, MART, Liverpool, Boot Dealer Liverpool Pet May 28 Ord July 11
WALMSLEY, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet June 19 Ord July 11
WARD, EBENEZER WILLIAM, Leicester, Boot Manufacturer Leicester Pet July 10 Ord July 10
WARREN, REUBEN, Sheffield Sheffield Pet July 12 Ord July 12
WATTS, EDWARD, Blomfield rd, Shepherd's Bush High Court Pet March 5 Ord July 7
WHITE, GEORGE JAMES, Wimbledon Kings' on, Surrey Pet June 18 Ord July 10
WHOLTON, SYLVESTER, Leicester, Shoe Cider Leicester Pet July 12 Ord July 12
WRIGHTMAN, JAMES, Wind Mill, nr Sillith, Cumberland, Commission Agent Carlisle Pet July 12 Ord July 12
WILLIAMS, ERIC CHARLES, Bechill on Sea, School Proprietor Hastings Pet July 11 Ord July 11
WILLIAMSON, JOHN, Ashford, General Warehouseman Canterbury Pet July 11 Ord July 11
YOUNG, JOHN GRIFFITH, Newcastle on Tyne, Solicitor Durham Pet May 17 Ord July 11

BAYLISS, JONES & BAYLISS

WROUGHT IRON. PATENT
HURDLES AND GATES. CONTINUOUS FENCING.

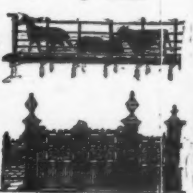


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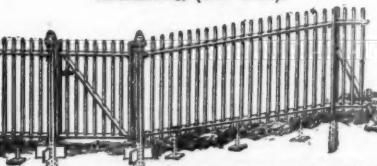


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